

Name

Address:

Property Appraisers Parcel Identification (Folio) Number(s):

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ABACOA
Declaration of Covenants, Conditions and Restrictions

TABLE OF CONTENTS

[PREAMBLE](#)

DEVELOPER'S [STATEMENT OF MISSION](#) AND GOALS FOR ABACOA

1. GENERAL [PROVISIONS](#)

§1.1 [[Definitions](#)]

§1.2 [[Scope and Effect of Declaration](#)]

§1.3 [[Community Plan](#)]

- a. [Purpose](#)
- b. [Implementation](#) of the Community Plan
- c. [Amendments](#) To Community Plan

§1.4 [[Merger](#)]

2. ABACOA [PROPERTY OWNERS ASSEMBLY](#), INC

§2.1 [[Establishment](#) of Assembly]

§2.2 [[Organizational Structure](#) of Assembly]

- a. [Board of Directors](#)
- b. [Community Architect](#)
- c. [Improvement Management](#) Coordination Committee

§2.3 [[Evolution of Assembly](#)]

§2.4 [[Voting Rights](#)]

- a. [Classes of Membership](#)

§2.5 [[Voting Members](#)]

- a. [Class "A" Members](#)
- b. [Class "B" Members](#)
- c. [Annual Election](#)
- d. [Removal](#)
- e. [Voting Districts](#)

§2.6 [[Assembly's Power of Assessment](#)]

- a. Establishment of the [Lien for Assessments](#)
- b. Establishment of [General Assessments](#)
- c. [Other Assessments](#) the Assembly May Levy
- d. Titleholders' [Initial Contributions](#)
- e. [Lien for Assessments and Enforcement of Financial Obligations](#)

3. [PROTECTIVE COVENANTS](#)

§3.1 [[Uses](#) of Real Property]

§3.2 [[Visual Changes](#) to Exteriors of Real Property]

§3.3 [[Environmental Protection](#) Measures]

§3.4 [[Required Actions Upon Damage](#) to Real Property]

§3.5 [[Disposition](#) of Real Property]

§3.6 [[Adverse Actions](#) in Property Use]

4. [NEIGHBORHOOD AND DISTRICT ASSOCIATIONS](#) AND COMMITTEES

§4.1 [[Establishment of Neighborhood Associations and District Associations](#)]

§4.2 [Establishment of Neighborhood and District [Architectural Committees](#)]

§4.3 [[Duties](#) of the Neighborhood and District Architectural Committees]

§4.4 [Rights of Applicants and Others to [Appeal Adverse Decisions](#)]

5. [EASEMENTS](#)

§5.1 [[Validity](#) of Easements]

§5.2 [Easements of [Use and Enjoyment](#)]

§5.3 [Easements for [Development and Life Support and Other Purposes](#)]

§5.4 [[General](#) Easements]

- a. Easement to [Develop, Build and Market](#)
- b. Easement for [Public Employees](#)
- c. Easement for [Assembly to Meet its Responsibilities](#)
- d. Easement for [Utility Usage and Surface Water Management System](#)
- e. [Conservation](#) Easements
- f. [Irrigation Quality Water Facilities](#) Easements
- g. [Additional](#) Easements

6. [COMMUNITY PROPERTY](#)

§6.1 [[Title](#) of Community Property]

§6.2 [[Control and Maintenance](#) of Community Property and Real Property]

§6.3 [[Condemnation or Taking](#)]

7. [INSURANCE](#)

§7.1 [[Community Property](#) Insurance]

8. [OPERATION OF DECLARATION](#)

§8.1 [[Duration](#) of Declaration]

§8.2 [[Amendment](#)]

§8.3 [[Enforcement](#)]

§8.4 [[Interpretation](#)]

§8.5 [[Counterparts](#)]

9. [NPBCID](#)

§9.1 [[NPBCID](#)]

§9.2 [[Non-ad Valorem Assessments](#)]

§9.3 [[Maintenance](#) of NPBCID Improvements]

§9.4 [[Primary and Secondary Surface Water Management Systems and Other NPBCID Facilities](#)]

§9.5 [[No Easements over NPBCID land](#)]

§9.6 [NPBCID land [not subject to assessments](#)]

§9.7 [[Lakes, ponds retention areas and water bodies](#)]

§9.8 [NPBCID [Approval Rights](#) to Amendments]

§9.9 [NPBCID [Phone Number and Address](#)]

[JOINDER AND CONSENT](#)

APPENDIX [ONE](#) - Definitions of Certain Significant Terms Employed in Abacoa Founding Documents

APPENDIX [TWO](#) - Developer's Rights and obligations

EXHIBIT "[A](#)" - Legal Description for Abacoa Property

EXHIBIT "[B](#)" - Articles of Incorporation

EXHIBIT "[C](#)" - Bylaws

EXHIBIT "[D](#)" - SFWMD Construction Permit

ABACOA

Declaration of Covenants, Conditions and Restrictions

PREAMBLE

WE, THE DEVELOPER AND ALL TITLEHOLDERS who come to own Real Property subject to this Declaration within the Community of Abacoa, located in the Town of Jupiter, Florida, affirm and subscribe to the purposes and provisions of this Declaration and concur as to the considerable importance and value of the mission and goals of Abacoa, as set forth in this Preamble, to all Titleholders of Abacoa.

WE AFFIRM THAT the central purpose of this Declaration is to beneficially protect and enhance the general health, safety and welfare of the Titleholders and residents in Abacoa and to promote opportunities for enrichment of the quality of life of each Titleholder and Abacoa resident, and further, to make substantive contributions to the Community of Abacoa in which we live and own Real Property.

WE FURTHER ENDORSE AND PLEDGE our support for and commitment to the provisions of this Declaration, as amended from time to time, and the following objectives that have materially influenced the Community Plan for Abacoa and the design of the Abacoa Property owners Assembly, Inc., the internal governing body for Abacoa:

1. To satisfy the intent of the Community Plan, the MXD ordinance and the Development order, all as may be modified from time to time, that, in their conception, were directed towards the goals of protecting and enhancing the value of each Titleholder's financial investment in Real Property in Abacoa.
2. To provide for the human habitation of the lands comprising Abacoa in ways that minimize adverse environmental impacts and that otherwise serve to protect and enhance the wholesomeness of the human and

natural ecosystems that operate within Abacoa.

3. To provide for each Titleholder and all residents unique opportunities to enjoy a social environment that enriches personal and family life through community congeniality and the operation of an overall spirit about Abacoa that it is an especially emotionally and spiritually rewarding place to live. In particular, Abacoa has been conceived to uniquely provide opportunities for individual, personal growth to better enable each person to more fully fulfill his and her human potential.
4. To foster a strong sense of inter-connectedness between each Titleholder and Abacoa resident in support of the idea that for a community to be able to give its utmost to its individual constituents, its individual constituents must give their practical utmost to their community.
5. To promote the idea that a community's greatest assets are derived from the essential individuality of each of its citizens, and that so long as a person's expression of his or her individuality does not encroach upon the comfort and rights of others and does not compromise the integrity of his or her community, he or she is fully entitled to express his or her individuality in any fashion.

Return to [Table of Contents](#)

DEVELOPER'S STATEMENT OF MISSION AND GOALS FOR ABACOA

Abacoa Development Company, a Delaware corporation authorized to do business in the state of Florida ("Developer"), has set forth its plan to develop Abacoa in a manner that balances reasonable business objectives with appropriate social objectives. Specifically, it is Developer's objective, on behalf of its business interests, and on behalf of all Titleholders to plan and develop Abacoa in a manner that significantly contributes to the quality of life for Abacoa's Titleholders and residents.

More specifically, Developer is of the opinion that recent community designs have largely failed to adequately respond to basic human needs to the degree that is practical for a given community, and that this failure, combined with the serious ecological concerns of these times urgently deserves creative remedial attention in which the development community should play a significant role.

It is Developer's desire for Abacoa to emerge and evolve as a community whose operation responds to its citizens' basic needs to the extent practical under the provisions of the Founding Documents, while at the same time minimizing adverse impacts upon the natural environment created by human habitation. Developer believes that these objectives can only be fully realized through the vigorous and creative operation of a cooperative spirit and dedicated enterprise involving the Town of Jupiter, Palm Beach County, Florida, others who become involved in planning and developing properties in Abacoa and the Titleholders and residents of Abacoa. To these ends this Declaration has been written and the Abacoa Property Owners' Assembly, Inc. established.

Return to [Table of Contents](#)

1. **ARTICLE I** **GENERAL PROVISIONS**

§1.1 [Definitions]

Incorporated into this Declaration is Community Declaration [Appendix One](#), "Definitions of Certain Significant Terms Employed in Abacoa Founding Documents". These definitions are intended to guide the interpretation and application of the provisions contained in the Governing Documents by which the affairs of the Abacoa Property Owners Assembly, Inc. shall be conducted. Any amendments to these definitions shall be accomplished in accordance with the same provisions for amending the main body of this Declaration.

§1.2 [Scope and Effect of Declaration]

Developer as owner, lessee, or optionee to purchase the Real Property described in [Exhibit "A"](#), attached hereto and made a part hereof (the "Abacoa Property"), together with the joinder and consent of the John D. and Catherine T. MacArthur Foundation, an Illinois not for profit corporation, hereby grant and declare that such Real Property may be subjected to this Declaration upon the recordation of one or more Declarations of Annexation in accordance with this Declaration, which Declarations of Annexation will specify the portion of the Abacoa Property then being subjected to this Declaration. Until a Declaration of Annexation for a portion of property is recorded in the Public Records, said portion of property shall not be deemed subjected to this Declaration. Upon a Declaration of Annexation being recorded, such Real Property referred to therein shall thereafter be held, transferred, sold, conveyed and occupied subject to the covenants, easements, restrictions, assessments, charges, fees and liens provided for and set forth in this Declaration, all of which conditions shall run with the land and be binding on any party having any right, title or interest in the Real Property encumbered by this Declaration and subject to the covenants, easements, restrictions, assessments, charges, fees and liens now or hereafter provided for and set forth in the applicable Declarations of Annexations, all of which conditions shall run with the applicable land and be binding on any party having any right, title or interest in the Real Property encumbered by the applicable Declarations of Annexations.

All or any portion of the Abacoa Property, as well as any Real Property which is neighboring or contiguous to the Abacoa Property, may be subjected to this Declaration upon the recordation of one or more Declarations of Annexation. As set forth in community Declaration [Appendix Two](#) attached hereto and incorporated herein by reference, all or any portion of the Abacoa Property may be annexed unilaterally by the Developer, regardless of the ownership of the Real Property comprising the Abacoa Property at the time of such annexation. Developer hereby grants and declares that the Real Property comprising the Abacoa Property is and shall be subject to the Developer's right to unilaterally annex all or any portion of such Real Property for so long as Developer's Rights and Obligations exist. Declarations of Annexation filed by any persons or entities other than Developer, so long as Developer's Rights and Obligations exist, shall require Developer's written joinder. Declarations of Annexation shall be subject to all applicable Public Laws; provided, that Declarations of Annexation shall be subject to the following conditions:

- a. During the period the Developer's Rights and Obligations are in force, any subsection to this Declaration of a particular portion of the Abacoa Property shall become effective only by or with the written consent of the Developer and such portion may be further subdivided only by or with the written consent of the Developer. Subject to the limitations set forth in [APPENDIX TWO](#), during the period the Developer's Rights and Obligations are in force, Developer shall have the right to deannex property previously subjected to the terms of this Declaration. Subsequent to the period the Developer's Rights and Obligations are in force, then the annexation, deannexation or subdivision of portions of the Abacoa Property shall be effected by the Assembly, if and only if, the written approval of the owner of the property to be annexed has been obtained.
- b. During the period the Developer's Rights and obligations are in force, all or any portion of any Real Property which is neighboring or contiguous to the Abacoa Property may be subjected to this Declaration and further subdivided by or with the written consent of the Developer in accordance with the Community Plan as it may be amended from time to time. Subsequent to the period the Developer's Rights and obligations are in force, then the annexation of such Real Property which is neighboring or contiguous to the Abacoa Property shall be effected at a duly called meeting at which a Quorum of Voting Members is present with the approval of Voting Members representing at least two-thirds (2/3) of all Titleholder votes entitled to be cast and with the approval of the Board of Directors, if and only if, the written approval of the owner of such property to be annexed has been

obtained.

- c. A copy of any Declaration of Annexation shall be filed with the Assembly, and the original thereof shall be recorded in the Public Records.

§1.3 [Community Plan]

- a. **Purpose.** The Community Plan is a dynamic plan for the development of Abacoa. For the purposes of beneficially securing and enriching the visual character of Abacoa, a set of initial Urban and Architectural Standards has or may be devised to ensure maximum opportunities for individual creativity while at the same time maintaining a consistent thematic harmony throughout Abacoa as it becomes developed. It is anticipated that the Community Plan and the Urban and Architectural Standards will be modified from time to time in order to optimally benefit from individualistic design expressions. In addition to the Urban and Architectural Standards, any Real Property subjected to this Declaration by a Declaration of Annexation may be subject to urban and architectural standards as referenced in their Declaration of Annexation, but such individual Neighborhood or District urban and architectural standards shall not intrude upon or conflict with the thematic harmony of Abacoa as to any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

The Community Plan is also intended to be able to be modified in order to accommodate and respond to changes in technological, economic, environmental, legal, and social conditions that emerge and which may beneficially or adversely affect the development, marketing, or community operations, or which in other ways impede the achievements of the missions and goals of Abacoa.

- b. **Implementation of the Community Plan.** Because the Community Plan is intended to be dynamic, that is, designed to accommodate changes, it shall not bind Developer to improve or develop any land in accordance with the Community Plan. All development work performed by Developer or Developer's assigns shall be in accordance with the approvals granted by the Town, as such approvals are modified from time to time by the Town.
- c. **Amendments To Community Plan.** Developer reserves the right to propose and effect amendments to the Community Plan to fulfill the purposes set forth in this Section. As long as the amendments to the Community Plan desired by Developer are in accordance with or do not conflict with the Development order, the MXD Ordinance, zoning and other governmental regulations required by the Town or any other governmental agency having jurisdiction thereof, as they are amended from time to time, Developer shall have the absolute right to effect such amendments to the Community Plan without the approval of any other person or entity. Proposed amendments to change any land use designation on the Community Plan requiring public hearings by the Town or any other governmental agency shall be presented in accordance with the Public Laws, but unless Public Law specifically requires otherwise, shall not require the approval of Titleholders, the Board of Directors or any other board of directors of any Neighborhood Association or District Association.

§1.4 [Merger]

In accordance with its Articles of Incorporation, a copy of which is attached hereto as [EXHIBIT "B"](#), the property, rights, and obligations of the Assembly may be transferred to another

surviving or consolidated organization similar in corporate nature and purposes. The surviving or consolidated organization may administer the covenants and restrictions established upon any other properties as one entity. However, no such merger or consolidation shall affect any revocation, change, or addition to the provisions established by this Declaration within the Abacoa Property except as provided in this Declaration. Such a merger or consolidation shall occur only in accordance with the provisions of applicable Public Laws.

2. **ARTICLE II** **ABACOA PROPERTY OWNERS ASSEMBLY, INC.**

§2.1 [Establishment of Assembly]

Developer has filed with the Florida Secretary of State, Articles of Incorporation for the Assembly, the primary governing body responsible for carrying out the intents and provisions of this Declaration. The Assembly is charged with the duties and vested with the powers prescribed by law and those set forth in this Declaration and the other Governing Documents, as such may be amended from time to time.

§2.2 [Organizational Structure of Assembly]

The Assembly is comprised of all Titleholders within the Submitted Properties. The primary purpose of the Assembly is to own, manage, maintain and operate certain properties for the benefit of Titleholders and to carry out the responsibilities established for the Assembly in the Governing Documents. The affairs of the Assembly shall be governed and administered through a governing structure consisting of a Board of Directors, a President, such other officers as determined by the Board of Directors, a Community Architect and an Improvement Management Coordination Committee.

- a. **Board of Directors.** The Board of Directors shall be appointed or elected as more fully set forth in the Bylaws, a copy of which is attached hereto as [EXHIBIT "C"](#). The duties and powers of the Board of Directors are as set forth in the Governing Documents, any of which may be amended from time to time in accordance with their terms.

The Bylaws shall provide for the manner of selection of each of the members of the Board of Directors (a "Director"). The Directors shall elect a President and such other officers as the Directors determine to be appropriate.

- b. **Community Architect.** As more fully set forth in this Declaration and the Bylaws, the Board of Directors shall appoint a Community Architect, whose principal purpose and function shall be to review all applications approved by the applicable Neighborhood Architectural Committee or District Architectural Committee for construction of Living Units, Commercial Units and accessory buildings and structures, and the modifications thereto, and issue approvals in connection therewith if said construction or modification is acceptable.
- c. **Improvement Management Coordination Committee.** As more fully set forth in the Bylaws, the Board of Directors shall appoint the Improvement Management Coordination Committee. The principal purposes and functions of the Improvement Management Coordination Committee, apart from those provided by law, and elsewhere in the Governing Documents include:

1. To coordinate with the NPBCID for the maintenance of the areas constructed by NPBCID and the areas required to be maintained by NPBCID upon construction by

Developer or its assigns;

2. To assist NPBCID in determining the budget and the assessments each year which NPBCID will assess.
3. To propose a management plan and budget for the Community Property to the Board of Directors for approval.

§2.3[Evolution of Assembly]

Upon the expiration of Developer's Rights and Obligations, the Bylaws provide a mechanism for electing the Board of Directors.

§2.4 [Voting Rights]

- a. **Classes of Membership.** The Assembly shall have four (4) classes of membership, Class "A", Class "B", Class "C" and Class "D", as follows:

1. Class "A" Members shall be all Titleholders of Living Units except the Developer. Upon the expiration of Developers' Rights and Obligations, a Class "All Member shall be entitled to one (1) vote for each Living Unit owned by such Titleholder for the purpose of electing the Voting Member(s) for that Neighborhood. The Voting Members are entitled to vote as specified in [Section 2.5](#) hereof, unless otherwise specified in this Declaration or the By-Laws. Each Voting Member shall represent the Neighborhood or District which elected such Voting Member.

In any situation where a Titleholder is entitled personally to exercise the vote for such Titleholder's Unit, and more than one (1) person or entity holds the interest in such Living Unit owned by such Titleholder, the vote for such Living Unit shall be exercised as those persons and entities owning the Living Unit determine among themselves, and advise the Secretary of the Association in writing prior to casting their vote. In the absence of such written advice, the Living Unit's vote shall be suspended if more than one (1) person seeks to exercise it.

2. Class "B" Members shall be all Titleholders of Submitted Property who do not qualify as a Class "All Member, Class "C" Member or Class "D" Member. Upon the expiration of Developer's Rights and Obligations, a Class "B" Member shall be entitled to one (1) vote for each acre (rounded up to the nearest acre) owned by such Titleholder. The Voting Members are entitled to vote as specified in [Section 2.5](#), unless otherwise specified in this Declaration or the By-Laws. Each Voting Member shall represent the Neighborhood or District which elected such Voting Member.

In any situation where a Titleholder is entitled personally to exercise the vote for such Titleholder, and more than one (1) person or entity holds the interest of the Real Estate owned by such Titleholder, the vote for such Real Estate shall be exercised as those persons and entities owning the Real Estate determine among themselves, and advise the Secretary of the Association in writing prior to casting their vote. In the absence of such written advice, the Titleholder's vote shall be suspended if more than one (1) person seeks to exercise it.

3. Class "C" Member shall be the Developer. The rights of the Class "C" Member are

set forth in [Appendix Two](#) Developer's Rights and Obligations to the Declaration. Notwithstanding anything to the contrary herein, only the Class "C" Member shall have voting rights during the period Developer's Rights and Obligations are in effect.

4. Class "D" Member shall be the Golf Course Property Titleholder. Upon the expiration of Developer's Rights and Obligations, the Class "D" Member shall be entitled to appoint four (4) Voting Members. The Voting Members appointed by the Golf Course Property Titleholder shall not be entitled to vote for the election of members to the Board of Directors. The Voting Members appointed by the Golf Course Property Titleholder shall be allowed to vote on all other matters requiring a vote by Voting Members.
5. Except as otherwise specified in the Bylaws or this Declaration, the vote for each Living Unit owned by a Class "A" Member shall be exercised by the Voting Member(s) representing the Neighborhood or District of which the Living Unit is a part. The Voting Member may cast all, but not less than all, such votes as the Voting Member, in his or her discretion, deems appropriate, including casting such votes differently in accordance with the differing views of the Titleholders.
6. Except as otherwise specified in the Bylaws or this Declaration, the vote for each acre owned by a Class "B" Member shall be exercised by the Voting Member(s) representing the District of which such acre is a part. The Voting Member may cast all, but not less than all, such votes as the Voting Member, in his or her discretion, deems appropriate, including casting such votes differently in accordance with the differing views of the Titleholders.
7. Notwithstanding anything to the contrary herein for any District consisting of Living Units and Commercial and Workplace Properties, the members from that District shall be considered Class "B" Members and the governing documents for that District Association shall determine how the Voting Members shall be elected from said District. In the event the governing documents do not so specify the election process for said District's Voting Members, then the Developer shall make such determination.

§2.5 [Voting Members]

- a. **Class "A" Members.** The Class "A" Members within each Neighborhood or District may elect one Voting Member for each 50 Units within the Neighborhood or District (rounded up to the nearest 50). The governing documents for each Neighborhood or District shall provide the procedure for nominating and electing the Voting Member(s) from such Neighborhood or District. On all Assembly matters requiring a Class "A" Membership vote, each such Voting Member shall be entitled to cast that number of votes (rounded up if necessary) determined by dividing the total number of Class "A" votes attributable to Living Units in the Neighborhood or District that elected such Voting Member, as applicable, by the number of Voting Members elected from such Neighborhood or District, except as otherwise specified in this Declaration or the By-Laws. The Class "A" Members may also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

- b. **Class "B" Members.** The Class "B" Members within each District may elect one Voting Member for each ten acres within the District (rounded up to the nearest 10 acres). Each District's governing documents shall provide the procedure for nominating and electing the Voting Member(s) from such District. On all Assembly matters requiring a Class "B" Membership vote, each such Voting Member shall be entitled to cast that number of votes (rounded up if necessary) determined by dividing the total number of Class "B" votes attributable to the acreage in the Neighborhood or District that elected such Voting Member, as applicable, by the number of Voting Members elected from such Neighborhood or District, except as otherwise specified in this Declaration or the By-Laws. The Class "B" Members may also elect one or more alternate Voting Members to be responsible for casting such votes in the absence of a Voting Member.

- c. **Annual Election.** Subsequent to the expiration of the Developer's Rights and Obligations, Voting Members shall be elected annually. The candidate for each position who receives the greatest number of votes shall be elected to serve a term of one year or until a successor has been elected, whichever is later.

- d. **Removal.** Any Voting Member may be removed, with or without cause, upon the vote or written petition of a majority of the votes of the Titleholders entitled to elect such Voting Member. In case of the Class "D" Voting Member, the Class "D" Member may remove any Class "D" Voting Member at any time.

- e. **Voting Districts.** The Developer, during the period the Rights and Obligations are in effect may establish voting groups which take effect after the Developers' Rights and obligations expire and provide for representation by voting group on the Board of Directors so long as the representation on the Board of Directors between the (1) Board of Directors' members elected by the Voting Members elected by the Class "A" Members, and (2) the Board of Directors' members elected by the Class "B" Members, remain equal. Subsequent to the expiration of Developer's Rights and Obligations, the Assembly, through actions of the Directors, may establish voting groups which provide for representation by voting group on the Board of Directors so long as the on the Board of Directors between the Board of Directors' members elected by the Voting "A" Members and the Board of Directors' members elected by the Class "B" Members remain equal, unless otherwise agreed to by the Voting Members elected by the Class "A" Members and the Voting Members elected by the Class "B" Members as more particularly set forth in the Bylaws.

§2.6 [Assembly's Power of Assessment]

- a. **Establishment of the Lien for Assessments.** Notwithstanding anything to the contrary herein, no assessment shall begin to accrue on the Abacoa Property or on any other portion of Real Property until such Abacoa Property or Real Property has been subjected to this Declaration by virtue of a Declaration of Annexation recorded in the Public Records. The Assembly, through actions of the Directors, shall be empowered to levy assessments upon Titleholders for funding the costs, including reserves, of all lawful activities undertaken by the Assembly and that are in support of and consistent with the purposes and provisions of the Governing Documents. Each Neighborhood Association and District Association shall have the obligation to collect all assessments due the Association, including but not to the General Assessments and Local Assessments, for the Lots such Neighborhood Association or District Association administers or controls and pay to the Assembly all such assessments when such assessments are due; provided, however, that the Assembly may, in its sole discretion, elect to collect such assessments

from the Neighborhood Associations and District Associations or directly from the Titleholders. In the event the Assembly chooses to collect such assessments from the Neighborhood Associations and District Associations, the obligation of each Association and District Association to pay to the Assembly any assessment levied upon Lots within the jurisdiction of said Neighborhood Association and District Association, together with interest, costs, late fees, reasonable attorneys' fees and all other reasonable charges imposed by the Assembly in accordance with the Governing Documents shall be the personal obligation of each such Neighborhood Association and District Association, as applicable. In addition, the obligation of each Titleholder to pay to the Assembly any assessment levied upon his Lot (collected through said Lot's Neighborhood Association or District Association, or directly from said Titleholder), together with interest, costs, late fees, reasonable attorneys' fees and all other reasonable charges imposed by the Assembly in accordance with the Governing Documents shall be the personal obligation of each Titleholder and shall be a continuing lien against the Lot of each such Titleholder until satisfied, with such lien having priority over all other liens except those statutorily provided as being superior. Such lien shall be established and enforced by the Assembly in accordance with Public Laws. Each Titleholder, by virtue of the deed or other instrument of conveyance of a portion of the Submitted Property, whether or not it is so expressed in such deed or instrument, shall be obligated and agrees to pay all assessments, whatever their nature, including, but not limited to any then past due assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Submitted Property. In addition to the assessments and charges set forth in [2.6c](#) and [2.6d](#) there shall be the following General Assessments:

General Assessments. The Golf Course Property Owner shall be responsible for paying 2.1% of the total yearly annual general assessment budget. The Neighborhoods, Residential Districts and Commercial and Workplace Properties shall pay the remaining 97.9% of the annual general assessments budget. The initial annual general assessments for these areas shall be based on the assumption that all of the Abacoa Property will ultimately be Submitted Property and that the Neighborhoods, Residential Districts and Commercial and Workplace Properties will be developed in accordance with Abacoa Plat No. 1 and Master Plan Map H. Other than for the Golf Course Property, the calculation for determining a particular category's percentage share of the annual general assessment budget shall be as follows: The then Assumed Acreage of the category being determined divided by the sum of the Assumed Acreage of the Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties, multiplied by 97.9%.

By way of example, the percentage of the initial annual general assessment budget for which the Residential Neighborhoods are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

820.70 acres (the assumed Neighborhood acreage) divided by 1,086.59 (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties) multiplied by 97.9% = 73.944%.

By way of example, the percentage of the initial annual general assessment budget for which the Residential Districts are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

51.32 acres (the assumed Residential District acreage) divided by 1,086.59 (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties) multiplied by 97.9% = 4.624%.

By way of example, the percentage of the initial annual general assessment

budget for which the Commercial and Workplace Properties are responsible is based on Abacoa Plat No. 1 and Master Plan Map H and is calculated on the following formula:

214.57 acres (the assumed Commercial and Workplace Properties acreage) divided by 1,086.59 (the total acres of assumed Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties) multiplied by 97.9% = 19.332%.

By way of example, the percentage of the annual general assessment budget for which the Golf Course Property Titleholder is responsible is 2.1%.

Therefore, Residential Neighborhoods shall initially be responsible for 73.944% of the annual general assessments budget; Residential Districts shall initially be responsible for 4.624% of the annual general assessments budget; Commercial and Workplace Properties shall initially be responsible for 19.332% of the annual general assessments budget and the Golf Course Property shall be responsible for 2.1% of the annual general assessments budget.

On October 1st of each year, the Assumed Acreage attributable to the Residential Neighborhoods, the Residential Districts and the Commercial and Workplace Properties shall be updated based upon the actual acreage attributed to each category as a result of any replat of Abacoa Plat No. 1, or any additional plat or replat within the Abacoa Property. The Developer shall have the absolute right, in Developer's sole discretion, to adjust the foregoing formula by substituting a different assumed number of acres in the appropriate category of Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties for the acreage not yet submitted as Submitted Property. A new allocation of the 97.9% portion of the annual general assessments budget between the Residential Neighborhoods, Residential Districts and Commercial and Workplace Properties shall then be calculated based on the new assumed acreages.

Once the assessment obligation of the Residential Neighborhoods, Residential Districts, and the Commercial and Workplace Properties is determined, then, the assessments to be paid by each Titleholder (then or thereafter coming into existence prior to the next recalculation) shall be calculated as follows: As to Residential Neighborhoods, the assessments to be paid by each Titleholder within the Residential Neighborhoods shall be calculated based upon the number of proposed or actual Living Units within the Residential Neighborhoods owned by such Titleholder, divided by the sum of the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, plus 90% of the number of assumed units allocated to the remaining Residential Neighborhoods as set forth in the Master Plan Map H or determined by Developer, as said numbers are modified from time to time to reflect the actual number of proposed or existing Living Units contained within a Residential Neighborhood as shown on plats, replats or condominium governing documents, or as determined by Developer, in Developer's sole discretion. Notwithstanding the foregoing, until October 1, 1997, the initial general assessment allocated shall be based on 90% of the units as shown on Master Plan H and shall not be based on any actual filed plats, replats and governing condominium documents.

As to Residential Districts, the assessments to be paid by each Titleholder within the Residential District shall be calculated based upon the number of proposed or actual Living Units owned by such Titleholder, divided by the sum of the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, plus 90% of the number of assumed units allocated to the remaining Residential Districts as set forth in the Master Plan Map H or determined by Developer,

as said numbers are modified from time to time to reflect the actual number of proposed or existing Living Units contained within a Residential District as shown on plats, replats or condominium governing documents or as determined by the Developer, in Developer's sole discretion. Notwithstanding the foregoing, until October 1, 1997, the initial general assessment allocated shall be based on 90% of the units as shown on Master Plan H and shall not be based on any actual filed plats, replats and condominium governing documents.

As to Commercial and Workplace Properties the assessments to be paid by each Titleholder within the Commercial and Workplace Properties shall be calculated based upon the number of acres owned by such Titleholder (rounded up to the nearest acre) divided by the sum of the rounded acres allocated to the Commercial and Workplace Properties as set forth in the Master Plan Map H as said numbers are modified from time to time to reflect the actual number of acres contained within a commercial and Workplace District as shown on plats or replats or as determined by the Developer, in Developer's sole discretion.

Notwithstanding anything to the contrary herein, where an acre within the commercial and Workplace Properties is divided into more than one Lot containing one or more condominium units with more than one Titleholder, the allocation between the Titleholders within such acreage of said acreage's share shall be determined by the individual acreage's governing condominium documents.

In addition, on October 1st of each year, the assessment obligation of each Titleholder shall be adjusted. The adjustment for the Residential Neighborhoods shall be determined based upon the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents, together with 90% of the number of assumed units in the remaining Residential Neighborhoods as set forth in the Master Plan Map H. The adjustment for the Residential Districts shall be determined based upon the actual number of proposed or existing Living Units, as shown on plats, replats and condominium governing documents together with 90% of the remaining number of assumed in the remaining Residential Districts as set forth in the Master Plan Map H. The adjustment for the Commercial and Workplace Properties shall be determined based upon 100% of the actual platted or replatted acreage within the Commercial and Workplace Properties together with 100% of the remaining number of the estimated acres as set forth in Master Plan Map H.

By way of example, Master Plan Map H estimates 727 Lots within the Residential Districts. If, as a result of a re-plat of a Residential District, there are 100 actual platted Lots (with 100 Living Units assumed to be built on such platted Lots) within that particular Residential District, then the assessment attributable to each proposed or existing Living Unit within the Residential Districts shall be $1/664.3$ ($627 \text{ unplatted Lots} \times .90 = 564.3$ plus 100 actual platted Lots = 664.3) of the total Residential Districts' assessments.

The Developer during the period Developer's Rights and obligations are in effect, in making the annual October I adjustments, has the absolute discretion to determine the number of assumed units and acres (for those areas not subdivided into Lots by replat) to be used in calculating the annual adjustments. In the event a determination is made by the Developer never to submit to the Declaration certain portions of the Abacoa Property, then such portions shall be excluded from the calculations of the annual adjustments.

- b. **Establishment of General Assessments** The General Assessments imposed upon Titleholders shall be derived from the budget adopted yearly by the Board of Directors in

accordance with the Bylaws. For the duration of Developer's Rights and Obligations, Developer shall not be liable for assessments (including General Assessments and Local Assessments), but shall be liable for payments as provided for in [Appendix Two](#).

- c. **Other Assessments the Assembly May Levy.** The Assembly may levy assessments against Lots as may be provided for in Declarations of Annexation or as may be determined by a vote of two-thirds (2/3) of the Board of Directors for the purpose of defraying the costs of services and benefits that uniquely appertain to such Lots. Such assessments shall be known as "Local Assessments" and such areas as contain Lots subject to Local Assessments shall be known as "Local Assessment Districts".

The Assembly may, if approved by the Board, also levy assessments against Lots in connection with the cost of irrigation quality water facilities to individual Lots based on actual or projected costs of maintenance of such facilities.

The Assembly may, if approved by the Board, also levy assessments upon some number of neighboring (which may or may not be contiguous) Lots upon the petition of Titleholders representing eighty percent (80%) of all Titleholder votes entitled to be cast with respect to such neighboring Lots for the purpose of defraying the costs of supplemental services those Titleholders desire.

The Assembly may levy assessments against the Lot of a Titleholder, who has been found through due process as provided for in the Governing Documents, to have committed an action, or failed to take an action, which is contrary to the Governing Documents and which has resulted in monetary cost to the Assembly, including but not limited to as a result of any hazardous materials being located or discharged on, over or under any Abacoa Property. Such cost determination may include both direct as well as such consequential costs as legal fees and costs, increased insurance rates, and additional administrative costs. Titleholders shall also have ultimate responsibility for damages sustained by the Assembly as a result of actions or omissions by Titleholder's guests or lessees

- d. **Titleholders' Initial Contributions.** Each Titleholder, other than the Developer or a Participating Builder, upon closing on the title to a Lot improved by a Living Unit shall pay to the Assembly a sum equal to two (2) months of all assessments applicable to such Lot (including General Assessments and Local Assessments, if applicable) in effect at the time of taking title. Each Titleholder, other than the Developer or a Participating Builder, upon the closing on the title to a Lot improved by a Commercial Unit shall pay to the Assembly a sum equal to two (2) months of all assessments applicable to such Lot (including General Assessments and Local Assessments, if applicable) in effect at the time of taking title. such contributions are not refundable, are not a prepayment of assessments and are payable by all transferees upon the resale of Lots.
- e. **Lien for Assessments and Enforcement of Financial Obligations** All assessments and money claims for collection from Titleholders levied by the Assembly, including initial contributions described in [§2.6d](#) shall constitute a continuing lien as provided for in [§2.6a](#). Procedures for levying and collecting assessments shall be as determined by the Board of Directors. Non-residency of a Titleholder or non-use of services, shall not relieve any Titleholder of assessment obligations. However, the Board of Directors may waive assessments of Lots operated for public benefit by a governmental agency or a nonprofit organization whose activities are deemed by the Board of Directors as being in the general public interest.

A Titleholder's personal obligation for outstanding assessments and money claims that have arisen during his ownership shall survive conveyance of his Lot to another Titleholder. The lien for such assessments and money claims shall also survive transference of title such that in the event the obligation is not promptly satisfied by the former Titleholder, the obligation for prompt payment shall become that of the successor Titleholder, unless the successor Titleholder is an Institutional Lender who assumed title through foreclosure or a deed in lieu of foreclosure. An Institutional Lender who assumed title through foreclosure, or a deed in lieu of foreclosure, except as provided below, shall only be liable for those assessments accruing after the Institutional Lender obtained title except in the case where a claim of lien for assessments was recorded prior to the recordation of the mortgage which was foreclosed or deed in lieu of foreclosure was taken or in the case where Florida Statutes specifically enumerate circumstances where prior assessments may be collected from the lenders. Any unpaid share of assessments which are not permitted under this Declaration or Public Laws to be collected from an Institutional Lender shall be collectible as General Assessments from all Titleholders, including the acquirer of title to the foreclosed Lot or the grantee of the deed in lieu of foreclosure.

3. ARTICLE III PROTECTIVE COVENANTS

§3.1 [Uses of Real Property]

Uses of Real Property and all activities in the Submitted Property shall be subject to all relevant Public Laws and the Governing Documents, as amended from time to time. Declarations of Annexation may provide for additional protective covenants encumbering the Real Estate that is being annexed.

§3.2 [Visual Changes to Exteriors of Real Property]

Except as to Community Property, changes in the visual appearance of the exteriors of structures and the Lots on which they are situated and any common areas owned by, leased by or in the control of a Neighborhood Association or District Association may not be made until approval has been secured in writing from the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect. Changes in landscape elements that involve additions, removal, or changes in the appearance of trees, shrubs, fences, or hard surfaces and materials shall also require written approval of the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect or the Board of Directors, as more particularly set forth in Section § [4.2](#) above. To expedite processing of approvals for the convenience of Titleholders, the Community Architect and the Neighborhood Architectural Committees and District Architectural Committees may, in lieu of individual notices of approval in writing, issue notice of the acceptability of a kind of proposed change that does not require formal application of the Neighborhood Architectural Committee or District Architectural Committee, as applicable, or Community Architect. Such notices shall be based upon design standards approved by the Board of Directors.

As to Community Property, changes in the visual appearance of the exteriors of structures located on the Community Property and changes in landscape elements that involve additions, removal, or changes in the appearance of trees, shrubs, fences, or hard surfaces and materials located on the Community Property may not be made until approval has been secured in writing from the Community Architect.

The Community Architect may exercise a stricter set of standards than the Neighborhood Architectural Committees and District Architectural Committees to ensure that the thematic

harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

§3.3 [Environmental Protection Measures]

In order to minimize adverse effects of human habitation in the natural environment of Abacoa Property, the Assembly may adopt Community Codes governing the use of fertilizers, pesticides and herbicides on the Submitted Properties. It may also adopt other Community Codes designed to protect the environment, including but not limited to, the Greenways and Community Property, and it may further adopt reasonable punitive measures, including reasonable fines for willful degradation of the natural environment. No Exotics or other invasive and nuisance trees, plants or grasses shall be permitted to be brought to or planted within the Abacoa Property. The Abacoa Property is located within a wellfield protection area, and every Titleholder by virtue of being a titleholder within Abacoa Property must comply with the Public Laws regarding wellfield protection.

§3.4 [Required Actions Upon Damage to Real Property]

In the event of damage to a Living Unit, Commercial Unit or other structure, the Titleholder of such Living Unit, Commercial Unit or other structure shall be obligated to repair or reconstruct the Living Unit, Commercial Unit or other structure in accordance with its appearance prior to such damage unless the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect have agreed to a modified construction plan. Such repair or reconstruction shall be accomplished within one hundred eighty (180) days of the damage unless the Neighborhood Architectural Committee or District Architectural Committee, as applicable, and the Community Architect grant a waiver based upon a finding of hardship. Should a Titleholder not conform to the provisions of this §3.4 the Board of Directors is entitled to accomplish necessary repairs or reconstruction according to its best judgment, and levy an assessment upon the Titleholder for the costs involved pursuant to § [2.6](#) of this Declaration.

§3.5 [Disposition of Real Property]

Resales, Leasing and Temporary Lodging. Upon any resale, the new Titleholder shall notify the Assembly on a form approved by the Assembly of such resale and shall submit to the Assembly any transfer fee established by the Board of Directors within fifteen (15) days of the new Titleholder's taking title. All Titleholders must notify the Assembly of all leases or rentals of any of the Submitted Property which they own and submit to the Assembly any transfer fee established by the Board of Directors within fifteen (15) days of the earlier of the entering into any such arrangement and the possession by the lessee of the applicable Submitted Property. All Neighborhood Associations and District Associations, as applicable, shall periodically, as required by the Board, notify the Assembly, to the best of their knowledge, of any changes in Titleholders or tenants within the boundaries of their Neighborhood or District, as applicable. Required approvals, if any, in connection with resales, leasing and temporary lodging of any Lot, Living Unit or accessory unit shall be governed by the individual Declarations of Annexation and Public Law. Additionally, as to those Living Units where the affordable housing requirements of the MXD Ordinance apply, the Board of Directors shall have the right to approve such purchase prices, but any such approval shall not be deemed confirmation by the Board of Directors that such purchase prices meet the affordable housing requirements.

§3.6 [Adverse Actions in Property Use]

No Titleholder (or their invitees or lessees) shall take any action or fail to take an action that

actually or tends to jeopardize property values or that otherwise might be detrimental to the Submitted Properties or to the well-being of Titleholders, or the Assembly. Declarations of Annexation may further define adverse actions, and the Board of Directors shall establish due process procedures for dealing with alleged adverse actions. As to any Real Property under the jurisdiction of a Neighborhood Board of Directors or District Board of Directors, the Board of Directors shall not take any action under this Section until notice is given to the Neighborhood Board of Directors or District Board of Directors, as applicable, requesting such applicable board of directors take action on the matter, except that in the event of an occurrence affecting the proper operation of the South Florida Water Management District or NPBCID surface water management system or the Town's drainage system, or other emergency, no advance notice need be given the Neighborhood Board of Directors or District Board of Directors by the Board of Directors prior to the Board of Directors taking action to require the applicable Titleholder to correct the problem or the Assembly correcting the problem directly and assessing the applicable Titleholders directly. Failure of the applicable Neighborhood Board of Directors or District Board of Directors to take action within 30 days of receipt of said notice from the Board of Directors shall result in the Board of Directors having the right to take action on the matter and directly assess the applicable Titleholder, Neighborhood Association or District Association, as applicable, for all fees and costs arising therefrom. Categories of adverse actions shall include failure to comply with any of the provisions of this section, failure to maintain one's Lot in accordance with Community Codes, failure to comply with the drainage requirements of the South Florida Water Management District or NPBCID surface water management plan, as amended from time to time, failure to comply with the Town's drainage system plan, as amended from time to time, failure to maintain any community Property located within a Neighborhood or District, if required by the Assembly, failure to maintain any Real Property owned, maintained, managed or otherwise in the custody of the Neighborhood Association or District Association in accordance with the standards required by the Assembly and/or any governmental agency having jurisdiction thereof, and actions that compromise the safety or comfort of Titleholders or their property through noxious practices or activities. Noxious activities include those that tend to offend people acoustically, olfactorily or visually according to standards provided for in the Governing Documents and according to common traditions as to acceptable social norms. The foregoing is not intended to detract from the essential individuality of each person, so long as a person's expression of individuality is in compliance with the Governing Documents and does not encroach upon the comfort and rights of others and does not compromise the integrity of the Community. Notwithstanding anything to the contrary herein, any uses permitted in the Development order or MXD Ordinance shall automatically be deemed nonadverse and not noxious and shall be permitted under this Section.

4. ARTICLE IV NEIGHBORHOOD AND DISTRICT ASSOCIATIONS AND COMMITTEES

§4.1 [Establishment of Neighborhood Associations and District Associations]

Except for the Golf Course Property, each Neighborhood or District, as applicable, shall establish a governing not for profit corporation ("Neighborhood Association" or "District Association", as applicable) , to govern and administer the property contained within such Neighborhood or District. Developer must consent in writing to all Declarations of Annexation and Neighborhood or District declarations, which consents shall be recorded therewith, and must approve Articles of Incorporation and Bylaws of said associations prior to their being formed during the period Developer's Rights and Obligations are in force, and thereafter said approval shall be required from the Board of Directors. Said associations shall be governed by a president and a board of directors elected as set forth in their respective bylaws. The board of directors of said associations shall appoint such officers as required by their respective bylaws and architectural committee to assist the board in carrying out said board's duties. Notwithstanding the preceding sentence, one member of each of the Neighborhood

Architectural Committees and District Architectural Committees, as applicable, shall be appointed by the Board of Directors. A stricter set of standards may be established by the Board of Directors to protect the thematic harmony of Abacoa as to any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property.

Even though the Golf Course Property is not required to establish a Neighborhood Association or District Association, the Golf Course Property shall still be subject to all other provisions and requirements set forth in the Governing Documents, including but not limited to, the requirement that all improvements on the Golf Course Property must be approved by the community Architect subject to appeal to the Board of Directors, and that the Golf Course Property is subject to assessment and lien rights of the Assembly. Additionally, the Golf Course Property shall not be modified so as to impede or increase the flow of stormwater without the approval of the Assembly and any applicable governmental agencies. The Golf Course Property must comply with all required permit conditions of any governmental body having jurisdiction thereof.

§4.2 [Establishment of Neighborhood and District Architectural Committees]

Except for the Golf Course Property, each Neighborhood or District, as applicable, shall establish a regulatory body ("Neighborhood Architectural Committee" or "District Architectural Committee", as applicable), to aid the Community Architect in maintaining the visual integrity of the Community and to consider and make decisions on all applications by Titleholders for making design or visual changes to exteriors of the Lots in that Neighborhood or District and upon the improvements located thereon. Except for the Developer and Participating Builders, Titleholders desiring to make visual changes to the exteriors of their Lots or improvements thereon shall make an application for such proposed changes to the applicable Neighborhood Architectural Committee or District Architectural Committee. Such applications, if approved by the Neighborhood Architectural Committee or District Architectural Committee, must then be reviewed by the Community Architect. If the Community Architect approves said application then the application is deemed approved. If the Community Architect does not approve said application, the applicant Titleholder may during the 30 day period following said disapproval, appeal the Community Architect's decision to the Board of Directors. A schedule of reasonable fees may be established by the Board of Directors for defraying costs of administering applications.

§4.3 [Duties of the Neighborhood and District Architectural Committees]

The Neighborhood Architectural Committees and the District Architectural Committees shall serve to interpret and make decisions on proposed design and visual changes, based upon design standards established by the Neighborhood Board of Directors or District Board of Directors, as applicable, and in accordance with procedures established in the Governing Documents. During the period Developer's Right and obligations are in force, the Neighborhood Architectural Committees and the District Architectural Committees may not establish or amend design standards unless and until Developer approves same, and thereafter such design standards must be approved by the Board of Directors. The Neighborhood Architectural Committees and the District Architectural Committees shall also provide interpretive advice to the Community Architect and Board of Directors, when requested, to aid in findings on alleged violations of design standards. As more fully provided in the Bylaws, all initial improvements by the Developer or Participating Builders shall be exclusively and only subject to the approval and scrutiny of the community Architect who shall be appointed by Developer so long as its Developer's Rights and obligations are in force. Unless otherwise provided by the Board of Directors with respect to specific design and visual changes, all other proposed design and visual changes shall be approved or disapproved by the applicable Neighborhood Architectural

Committee or the District Architectural Committee subject to approval by the Community Architect and appeal to the Board of Directors by the applicant, if the Community Architect does not agree with the decision of the applicable Neighborhood Architectural Committee or District Architectural Committee.

§4.4 [Rights of Applicants and Others to Appeal Adverse Decisions]

Any Titleholder that has applied for a design or Visual change does not have the right to appeal a decision of the Neighborhood Architectural Committee or District Architectural Committee, as applicable. Any Titleholder that has applied for a design or visual change which has been approved by the Neighborhood Architectural committee or District Architectural Committee, as applicable, but was disapproved by Community Architect may appeal the Community Architect's decision. Such appeal shall be to the Board of Directors in accordance with procedures established for such appeals in the Governing Documents. Non-applicant Titleholders shall not be entitled to appeal a decision of the Community Architect or the Neighborhood Architectural Committees or District Architectural Committees, as applicable, unless specifically authorized by the Board of Directors pursuant to procedures established for such appeals in the Governing Documents. A decision of disapproval by a Neighborhood Architectural Committees or District Architectural Committees, as applicable, shall be considered final. A unanimous decision of the Community Architect and the Neighborhood Architectural Committees or District Architectural Committees, as applicable, shall be considered final. A decision of the Board of Directors on those matters which are appealed to the Board of Directors as set forth herein shall be considered final. The procedure for applying for a change or improvement to a Lot and appealing a decision shall be as set forth by the Board of Directors. The aforesaid applicable approvals must be obtained by a Titleholder before such Titleholder applies for approval of any signage.

5. ARTICLE V EASEMENTS

§5.1 [Validity of Easements]

The provisions of this section may not be amended or modified in any fashion without the concurrence of Developer so long as Developer retains Developer's Rights and Obligations as set forth in [Appendix Two](#) to this Declaration. All easements provided for in this Article shall run with the land and bind all Titleholders. Easements running in favor of Developer, Participating Builders and the Assembly and all other easements may be transferred to respective comparable entities or persons or Developer may assign any rights Developer has in any such easements to any party or entity Developer desires, in Developer's sole discretion.

§5.2 [Easements of Use and Enjoyment]

Subject to the Board of Directors' right to restrict the usage thereof and establish policies in connection with the use thereof subject to NPBCID's right to install, repair, use or replace improvements over property which NPBCID has a fee simple or easement interest therein, and subject to NPBCID's written approval or permit for the use over property which NPBCID has a fee simple or easement interest therein, and subject to reasonable rules and charges, all Titleholders are hereby granted a non-exclusive easement of use and enjoyment of Community Property, except that Real Property owned by the Assembly, may, by virtue of provisions in a Declaration of Annexation or pursuant to a duly adopted resolution adopted by the Board of Directors, be reserved for the exclusive or primary use and enjoyment of some but not all of such persons. Titleholders leasing Lots, Commercial Units or Living Units to others may delegate their rights of enjoyment to Community Property to their lessees. Rights of use and enjoyment of Community Property extend automatically to permanent members of households of Titleholders and lessees, subject to the Board of Directors' right to restrict the usage thereof

and establish policies in connection with the use thereof and subject to, where applicable, NPBCID's right to install, repair or replace improvements over property which NPBCID has a fee simple or easement interest therein, and subject to NPBCID's written approval or permit for such use over property which NPBCID has a fee simple or easement interest therein.

§5.3 [Easements for Development and Life Support and Other Purposes]

Developer shall have the right to grant easements over all of the Abacoa Property (and any neighboring or contiguous property) for drainage purposes, environmental protection zones, services by the Town or other public authority, utilities (including telephone and cable television), special landscape zones, and for any other purpose reasonably related to the development of the Submitted Properties and neighboring properties, provided, where applicable, such easements shall be subject to NPBCID's right to install, repair or replace improvements over property which NPBCID has a fee simple or easement interest therein and further provided that NPBCID must approve any such easements over any property which NPBCID has a fee simple or exclusive easement interest therein.

Developer's rights to grant such easements shall continue for the duration of Developer's Rights and Obligations period unless prior to such time a site development plan has been approved by the Town and a plat thereof has been recorded in the public records. Any property for which a site development plan has been approved and a plat recorded in the Public Records shall not be subject to the Developer's reserved right to unilaterally grant easements. Developer or Participating Builder, with Developer's written approval, shall have the right to enter the Community Property, on which easements have been established under this section, for any lawful purpose relating to such- easements. That right expressly includes the right to cut or remove any plantings or to regrade the land, provided that the entity disturbing the affected property shall restore the property to its original condition as near as possible. Easements established under this section may not be established in ways that unreasonably interfere with the use and enjoyment of a Titleholder's Lot for an extended period of time.

§5.4 [General Easements]

The following easements and rights are hereby reserved and established, the exercise of which shall be subject to all relevant Public Laws.

- a. **Easement to Develop, Build and Market.** For the duration of Developer's Rights and Obligations period, Developer and Participating Builders, with Developer's written approval, shall have the right to conduct development, construction, marketing and customer service operations in a customary and reasonable fashion. This includes the right of the Developer to permit on the Abacoa Property, including Lots and Community Property, construction and supply vehicles, staff and activities associated with development and construction, marketing and customer servicing operations (including the placement of signs on the Abacoa Property) and the right to provide for storage of materials related to such activities. Subject to the approval of the Developer during the period Developer's Rights and Obligations are in force, a similar right shall exist for Participating Builders with respect to those portions of the Submitted Properties that they own. However, it shall be incumbent upon those operating under this easement, to conduct their activities in ways that are respectful of the safety of Titleholders, their invitees and lessees and the property of Titleholders. The Developer reserves the right to modify or alter the size, number and location of the Community Property and Lots, as well as the improvements thereon, as it deems necessary or desirable in conjunction with the development of the Submitted Properties. Without limiting the generality of the foregoing, the Developer reserves the right to resubdivide all or a portion of the Submitted Properties, to convey or encumber all or a portion of the Community Property,

to modify the Community Plan and site plans, to construct improvements on the Community Property, and to take whatever other action with respect to the Community Property and the Lots it deems to be necessary or desirable.

- b. **Easement for Public Employees.** A general easement through the Submitted Properties is hereby created for public employees and those delegated by the Assembly whose duties include public safety and property protection and maintenance activities to enter any portion of the Submitted Properties to carry out their duties, subject to reasonable processes and requirements of Public Law.

- c. **Easement for Assembly to Meet its Responsibilities.** A general easement is hereby created for the Assembly to enter Lots (but not Living Units or Commercial Units) to take action appropriate to carrying out its responsibilities as provided for in the Governing Documents. Such entry shall be preceded by due notice unless an emergency jeopardizing life, limb or property exists. The Board of Directors shall have a right to grant easements, rights-of-way, licenses and similar interests over any part of the Community Property for any lawful purpose which it determines, in its own discretion, to be in the best interests of the Assembly.

- d. **Easement for Utility Usage and Surface Water Management System.** A mutual right and easement for the continued use of previously established utility services and the Surface Water Management System is hereby created for the benefit of all Titleholders, such that no Titleholder shall take any action which would in any way interfere with utility services or the Surface Water Management System being provided to other Titleholders within the Submitted Properties. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Titleholders within the Submitted Properties, then the Titleholder of such Lot shall promptly, at his expense, repair any damage to such utilities caused by the Titleholders, his guests or invitees, if the utility entity or governmental entity having responsibility for said items approves in writing for the Titleholder to make such repairs. The Titleholder shall promptly notify the Board of Directors, who, in turn will promptly notify the applicable utility entity or governmental agency of any such utility pipes, ducts, conduits, wires or the like needing repair. The Board of Directors also shall have the right but not the obligation to notify such utility entity or governmental entity without being notified by any Titleholder. If the utility entity or a governmental entity prefers to make such repairs, such utility entity or governmental entity shall have the right to make such repairs at the expense of the applicable Titleholders.

The rights and duties with respect to sanitary sewer and water, irrigation lines, storm drains, downspouts, yard drains, cable television, electricity, gas and telephone lines, connections and facilities shall be governed by the following:

- 1. Whenever water, sanitary sewer and water, irrigation lines, storm drains, downspouts, Yard drains, electricity, gas, cable television or telephone connections, lines cables or any portion thereof, are or have been installed within' the Submitted Properties, the Assembly, a utility entity or a governmental entity, shall have the right, and are hereby granted an easement to the extent necessary therefor, to enter upon any portion of the Submitted Properties in which said installations lie, to repair, replace and generally maintain said installations.

2. The right granted in subparagraph (1) above shall be only to the extent necessary to restore the Real Property of the Titleholder or Assembly serviced by said installation to its full and reasonable use and enjoyment, and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area which surface is properly in place and, if applicable, permitted, to as close to the condition existing prior to such use as is reasonable under the circumstances. The terms and conditions of any permits, licenses or similar type agreements of NPBCID, or permits, licenses or similar type agreements of any other governmental agencies or utility entities shall supercede this paragraph to the extent this paragraph would otherwise apply to NPBCID or such other governmental agency or utility entity.
 3. In the event of a dispute between Titleholders with respect to the repair or rebuilding of said connections within a Neighborhood or District, or with respect to the sharing of the cost thereof, the matter shall be submitted to the Neighborhood Association or District Association, as applicable, whose decision shall be final.
- e. **Conservation Easements.** Some of the Lots or Community Property may be subject to a non-disturbance easement or similar easement for conservation or wetlands purposes if such easements are shown on the subdivision plat(s) of some or all of the Submitted Properties as they are recorded in the Public Records of Palm Beach County, Florida. Such easements may also be created by one or more Declarations of Annexation and the Developer reserves the right to grant such easements over any portion of the Submitted Properties, subject to the consent of NPBCID in connection with any land which NPBCID owns or has an easement interest in, until such time as a site development plan for such portion of the Submitted Properties has been approved by the Town.
- f. **Irrigation Quality Water Facilities Easements.** The Assembly is responsible in perpetuity for the operation, maintenance, repair and replacement of the irrigation quality water facilities located throughout the Assembly's Community Property owned by the Assembly and upon all of the Lots owned by the Assembly, in accordance with the standards, rules and regulations of the regulatory agencies, including the Loxahatchee River Environmental Control District. Additionally, the Assembly has the right, but not the obligation, to so operate, maintain, repair and replace the irrigation quality water facilities located throughout the Abacoa Property on any property not owned by the Assembly; provided, however, if such facilities are owned by or located within Real Property owned by a governmental entity, then the written consent of that governmental entity must first be obtained. The Assembly shall have access upon all Lots for such purposes. The removal or major alteration of the irrigation quality water facilities is prohibited unless the approval of the Loxahatchee River Environmental Control District is obtained. Notwithstanding anything to the contrary herein, in each Neighborhood or District, the Neighborhood Association or District Association shall assume responsibility for maintaining the irrigation quality water facilities within said Neighborhood or District, and in the event said Association does not properly maintain such facilities then the Assembly shall have the right, but not the obligation, to maintain such facilities and assess the applicable Neighborhoods and Districts therefore.
- g. **Additional Easements.** Declarations of Annexation and final plats may include such additional easements over the Real Property submitted to this Declaration by such Declarations of Annexation as recorded in the public records as deemed appropriate by

the entity or person filing such Declarations of Annexation, provided such Declarations and plats are approved by the Developer.

6. ARTICLE VI COMMUNITY PROPERTY

§6.1 [Title of Community Property]

Developer may convey, from time to time, Real Property to the Assembly. Except to a public governmental agency, the Assembly shall not convey fee title to any Community Property which would prevent the use of a private street, alleyway or accessway without the express written consent of all Titleholders directly affected thereby and all Federal Mortgage Agencies having a mortgage thereon directly affected thereby or a reasonable alternative route being established. Conveyances of all other Community Property, except to a public governmental agency, utility company, Assembly, Neighborhood Association, District Association or as otherwise permitted to occur by Developer during the period Developer's Rights and Obligations are in force, shall require the express written consent of Voting Members representing at least seventy-five percent (75%) of all Voting Member votes entitled to be cast (not including votes entitled to be cast by Developer), the Federal Mortgage Agencies and Developer during Developer's Rights and Obligations period. The Assembly may lease, rent or grant easements and rights of use to Community Property to others under terms that do not compromise the easements running with the land in favor of Titleholders. This right includes the Assembly's right to delegate its power of charging reasonable use fees and imposing reasonable rules of conduct to an entity leasing, renting or acquiring an easement or right of use to the Community Property. The Assembly shall not unreasonably restrict the right of a Titleholder to use Community Property for necessary, ordinary and reasonable ingress and egress to and from such Lot, Living Unit or Commercial Unit. Without limiting the generality of the foregoing, streets, alleyways and accessways within the Community Property may be owned by the Assembly.

§6.2 [Control and Maintenance of Community Property and Real Property]

The Assembly shall be exclusively responsible for control and management of all Community Property which includes Real Property and personal property, as well as any property over which it has responsibilities by virtue of a lease, rental agreement, maintenance agreement or other contract or easement. The Assembly shall maintain and keep in good order all Community Property in accordance with the Community codes. Any provision of the Governing Documents to the contrary notwithstanding, the Assembly may also maintain and keep in good order Real Property not owned or otherwise in the custody of the Assembly, including, without limitation, any Real Property to be conveyed to the Assembly by Developer and any public street, alleyway or accessway, and any property owned by NPBCID, to the extent that such maintenance is determined by the Directors to be reasonably related to the purposes and provisions of the Governing Documents. The Assembly with the consent of NPBCID shall have the right, but not the obligation, to maintain and operate the Secondary Surface Water Management System, and in connection therewith to assess the applicable Neighborhoods and Districts or the Titleholders directly therefor.

§6.3 [Condemnation or Taking]

Proceeds from the disposition of community Property that is condemned or taken by eminent domain shall be used for such purposes as the Assembly determines. No Titleholder shall have any right to any portion of such funds for his personal benefit.

7. ARTICLE VII INSURANCE

§7.1 [Community Property Insurance]

The Board of Directors of the Assembly, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as an operating expense, upon a policy of hazard or property insurance covering all of the Community Property (except land, foundation, excavation and other items normally excluded from such coverage), including fixtures and building service equipment, to the extent that they are a part of the Community Property of the Assembly. Such insurance should also cover any common personal property and supplies owned by the Assembly.

The hazard or property insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. The policy shall be in an amount equal to one hundred percent (100%) of the then existing replacement cost of the Community Property and shall name the Assembly as the named insured.

Each hazard or property insurance policy must be written by a hazard or property insurance carrier which has a current rating by The Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Florida.

All policies of hazard or property insurance must contain or have attached the standard mortgagee clause commonly acceded by private institutions as mortgage investors in the area in which the mortgaged premises are located and must name as mortgagee either the Federal National Mortgage Association ("FNMA") or the servicers for the mortgages or share loans FNMA holds on Lots.

If any part of the Community Property is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Board of Directors of the Assembly, or its duly authorized agent, shall be required to obtain, maintain and pay, as an operating expense, the premiums upon a "master" or "blanket" policy of flood insurance on the Community Property. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated on the Community Property located in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Florida, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount.

The Assembly shall maintain comprehensive general liability insurance coverage covering all of the Community Property, and any other areas that are under its supervision or control. The insurance should also cover commercial spaces that are owned by the Assembly even if such space is leased to others. The liability insurance shall provide coverage for bodily injury and property damage that results from the operation, maintenance or use of the Community Property and other property under the supervision or control of the Assembly.

The amount of liability insurance coverage must be at least Three Million Dollars (\$3,000,000.00) for bodily injury and property damage for any single occurrence. Coverage under the policy shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance or use of the Community Property, and legal liability arising out of law suits related to employment contracts in which the Assembly is a party. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying

the claim of a Titleholder because of negligent acts of the Assembly or other Titleholders.

The foregoing hazard or property insurance and liability insurance policies must provide that they may not be cancelled or substantially modified, by the insurer, without at least ten (10) days prior written notice to the Assembly, and each hazard or property insurance policy must also provide that they not be cancelled or substantially modified, by the insurer, without at least ten (10) days prior written notice to each first mortgage holder named in the mortgagee clause.

The Board of Directors may obtain such additional policies of insurance as it deems necessary or desirable including but not limited to directors and officers liability insurance, which shall be paid by the Assembly by General Assessments.

8. ARTICLE VIII OPERATION OF DECLARATION

§8.1 [Duration of Declaration]

This Declaration shall run with the land comprising Submitted Property and bind all Titleholders and their lessees for a period of fifty (50) years from this date, after which it shall be automatically extended for successive periods of seventy (70) years unless within the last year prior to an expiration date this Declaration is expressly terminated by an instrument signed by Titleholders representing at least seventy percent (70%) of all Titleholder votes entitled to be cast. A termination of this Declaration, to be effective, must be recorded.

§8.2 [Amendment]

Any amendment directly affecting the Surface Water Management System shall require the written consent of South Florida Water Management District and NPBCID. Except as otherwise provided herein and in [Appendix Two](#), this Declaration, excepting [Appendix Two](#) and [Exhibit "A"](#), may be amended by Voting Members (after Developer's Rights and Obligations are no longer in force and effect) representing a majority of all Titleholder votes entitled to be cast at a duly called meeting. Any provisions of this Declaration which require action or consent by more than a majority of all Voting Members' votes may not be amended without the consent of such greater than majority consent of the Voting Members. Any Amendment in these regards must be recorded in order to become effective. [Appendix Two](#) and [Exhibit "A"](#) may be amended only with the concurrence of Developer, subject to the provisions of this Declaration.

Notwithstanding anything to the contrary herein, during the period the Developer's Rights and obligations are in force: (a) Developer may amend this Declaration without the approval of any other person or entity except for NPBCID as set forth in [Section 9.8 NPBCID Approval Right to Amendments](#) and except for South Florida Water Management District in connection with any amendment affecting the surface water management system, and (b) neither this Declaration nor any of the Governing Documents may be amended without Developer's prior written approval.

§8.3 [Enforcement]

The Assembly, any Titleholder, or first mortgagee, as their interest may arise, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration and other Founding Documents. Failure to enforce any provisions of this or other Founding Documents shall not be deemed a waiver of the right to do so thereafter.

§8.4 [Interpretation]

- a. Except as provided by law, the provisions of this Declaration, together with Declarations of Annexations, shall take precedence over the Articles of Incorporation and the Articles of Incorporation shall take precedence over the Bylaws. This Declaration shall take

precedence over Declarations of Annexation, except in cases where a Declaration of Annexation is fulfilling a provision or intent of this Declaration. Any Founding Document shall take precedence over Community Codes.

- b. Unless the context otherwise indicates, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders. The use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the objectives and provisions hereof to effectuate the purpose of protecting and enhancing the values, marketability and desirability of the Submitted Properties and the overall quality of life for Titleholders. The headings used in the Founding Documents are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.
- c. Any finding in judicial proceedings holding that a particular provision is null and void shall not serve to diminish the effectiveness of any other provision.
- d. Failure by the Assembly to enforce any provision of this Declaration at any time shall not serve to diminish the validity and operation of such provision in the future.

§8.5 [Counterparts]

This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. ARTICLE IX NPBCID AND THE SURFACE WATER MANAGEMENT SYSTEMS

§9.1 [NPBCID]

NPBCID is a political subdivision of the State of Florida and is responsible for implementing and maintaining certain public benefits and improvements to those parcels of real properties located within the Abacoa Property which lie within NPBCID's Units of Development 9, 9A, 9B and 28, and any additional units of development legally established of which Abacoa Property is a part.

§9.2 [Non-ad Valorem Assessments]

All individuals or entities owning or purchasing tracts of land, lots or units within those areas of the Abacoa Property lying within NPBCID's Units of Development 9, 9A, 9B, 28 and any additional units of development legally established of which Abacoa Property is a part will be obligated and responsible for paying such non-ad valorem assessments that have or may be assessed and levied annually by NPBCID upon the Titleholder's property. These non-ad valorem assessments will appear on each Titleholder's annual Unified Real Property Tax Bill that is issued and collected by the Tax Collector of Palm Beach County, Florida.

§9.3 [Maintenance of NPBCID Improvements]

NPBCID will construct improvements within the Abacoa Property. The NPBCID constructed improvements for which NPBCID retains ownership shall be maintained by NPBCID unless the Assembly contracts with NPBCID for the Assembly to maintain all or part of such improvements. In the event NPBCID maintains such improvements all individuals or entities owning or purchasing tracts of land, lots or units within the Abacoa Property will pay for such maintenance expenses through their non-ad valorem assessments. In the event the Assembly

contracts to maintain such NPBCID improvements, then such maintenance expenses will be paid by the Titleholders through their assessments due the Assembly or through their non-ad valorem assessments.

§9.4 [Primary and Secondary Surface Water Management Systems and Other NPBCID Facilities]

The Abacoa Property is subject to the conceptual surface water management plan for the Abacoa project which has been or will be approved by the South Florida Water Management District. The Surface Water Management System for the Abacoa Property is authorized pursuant to Permit No. 50-03651-P, as revised by Application Number 960805-13, a copy of the initial conceptual permit (which has been further modified and will be modified from time to time) is attached hereto as EXHIBIT "D". Land has been or will be dedicated to NPBCID for stormwater drainage and buffers as required under said conceptual surface water management plan and for other NPBCID facilities. The Primary Surface Water Management System and other NPBCID facilities shall be maintained by NPBCID unless the Assembly contracts with NPBCID for the Association to maintain the Primary Surface Water Management System and such other NPBCID facilities. The Secondary Surface Water Management System within each Neighborhood or District shall be maintained by said Neighborhood Association or District Association, as applicable. In the event a Neighborhood Association or District Association does not properly maintain the Secondary Surface Water Management System, then the Assembly shall correct the maintenance problem and assess the applicable Titleholders directly. The surface water management systems shall be maintained in compliance with the rules and regulations promulgated by the South Florida Water Management District and NPBCID. Such conceptual surface water management plans shall cover surface water drainage throughout the Abacoa Property, including but not limited to regular and storm drainage on dedicated streets and other rights of way, lake drainage, and such other requirements as may be imposed by the South Florida Water Management District and NPBCID. In the event the Assembly contracts with NPBCID for the maintenance of the conceptual surface water management system, then the Assembly: (a) shall apply for and obtain such permits and licenses as may be required by the South Florida Water Management District for the Abacoa Property submitted to the terms of this Declaration, (b) at the Assembly's expense, provide the Developer and South Florida Water Management District and/or NPBCID with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of surface water as contemplated by this Section and shall give and grant to the Developer, owners of land adjacent to the Abacoa Property, Palm Beach County, South Florida Water Management District, and NPBCID, any and all easements and rights of way required to effect real property surface water management, and (c) after the original development by NPBCID and Developer, shall cause all physical earth moving, landscaping, sloping, grading and other work required to be done on the Abacoa Property submitted to the terms of this Declaration in connection with the maintenance of the conceptual surface water management system to be done at the cost and expense of the Assembly unless such obligation is assumed by any Neighborhood Association or District Association [If the apportionment of such work between the Assembly and the Neighborhood Association and District, as applicable, cannot be agreed to by the parties involved, such apportionment shall be determined by arbitration as defined in the Florida Arbitration Code (Florida Statute 1993, Chapter 682), but may be collected through the non-ad valorem assessments. This portion of this Section shall be deemed an arbitration agreement as defined in Florida Statute 682.02.]. The Assembly shall have no authority to reconfigure or modify any surface water management system titled or dedicated to NPBCID except with the prior written permit and consent issued by NPBCID.

§9.5 [No Easements over NPBCID land]

No easements upon over, under or across any water body, drainage system or tract of land

dedicated to, owned by, or subject to an easement in favor of NPBCID shall be permitted, rather the party desiring such easement rights shall apply for and obtain permits from NPBCID for any such rights.

§9.6 [NPBCID land not subject to assessments]

Notwithstanding anything to the contrary herein, NPBCID and all of NPBCID's interest in land within the Abacoa Property shall be exempt from all annual assessments, special assessments, extraordinary special assessments and fines that may be levied by the Assembly or any Neighborhood Association or Neighborhood District. The Assembly, Neighborhood Associations and Neighborhood Districts are prohibited from filing or attempting to execute upon any claim of lien as to a property interest owned by NPBCID within the Abacoa Property and any such recording in the public records shall be deemed null and void ab initio.

§9.7 [Lakes, ponds retention areas and water bodies]

No swimming, operation of any boats or other recreational uses shall be permitted in or on any of the lakes, ponds, retention areas or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless permitted in writing by NPBCID. No removal of water nor discharge of any materials or water, nor removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is permitted, unless approved in writing by NPBCID. Notwithstanding the preceding sentence, where a permit, interlocal agreement or other agreement is in existence from or with NPBCID and any other entity that has the right to charge for withdrawal for irrigation, no other approval shall be required for the removal of water in accordance with the overall IQ water irrigation system for the Abacoa Property if such IQ water irrigation system has been approved in writing by NPBCID and the billing entity having the right to charge for such removal. The lake levels are subject to fluctuation based on, among other things, the amount of rainfall occurring over time and the well water withdrawal by the Town from the wells located within And adjacent to the Abacoa Property.

§9.8 [NPBCID Approval Rights to Amendments]

No amendment of this Declaration which would affect NPBCID's property interest or improvements located within the Abacoa Property, shall occur unless agreed to in writing by NPBCID.

§9.9 [NPBCID Phone Number and Address]

As of the date of the recording of this Declaration the phone number and address for NPBCID is: (561) 624-7830; 357 Hiatt Drive, Palm Beach Gardens, FL 33418-7106.

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed and sealed on its behalf with the intention of making this Declaration a sealed instrument, this 10 day of April, 1997.

WITNESS:

[Signature]
Print/Witness Name: Alys Nagler Daniels
~~Print/Witness Name: _____~~
Print Witness Name: John W. Gary, III

DEVELOPER:

Abacoa Development Company
BY: *[Signature]* EVP
George de Guardala, EVP
BY: *[Signature]* EVP
Barry J. Walker, EVP

State of Florida
County of Palm Beach

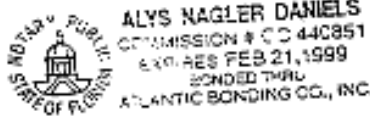
IN WITNESS WHEREOF, this 10th day of April, 1997, George de Guardala & Barry J. Walker, as Exec. Vice Presidents of Abacoa Development Company, a corporation established under the laws of the State of Delaware, has caused these presents to be duly executed and sealed on the said corporation's behalf and they are personally known to me or provided _____ as identification.

[Signature]
NOTARY PUBLIC
SERIAL NO. : _____

and\abacoa\declara.mas
4/7/97

4/8/97

Page 35



Return to [Table of Contents](#)

JOINDER AND CONSENT

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration the receipt of which is hereby acknowledged, **John D. and Catherine T. MacArthur Foundation**, an Illinois not-for-profit corporation (the "Foundation"), as owner of all or a portion of the Abacoa Property hereby consents to the above Declaration, provided that such consent is expressly conditioned upon the following:

1. For so long as John D. and Catherine T. MacArthur Foundation owns any portion of the Abacoa Property, any proposed annexation to or removal from the Submitted Properties shall be subject to the prior written approval of the Foundation and Joinder and Consent from the Foundation shall be required for a all Declarations of Annexation.
2. In the event of termination or expiration of that certain option granted by the Foundation to Developer of the Abacoa Property, the Foundation shall have the right, but not the obligation, to succeed to the rights of Developer under Developer's Rights and Obligations as set forth in [Appendix II](#) to the Community Declaration.
3. To the extent that the Foundation conveys any right, title or interest of any portion of the Abacoa Property to Assembly or Master Association, the Foundation shall be an additional named insured on all insurance coverages and policies for Community Property and as otherwise provided pursuant to [Article VII](#) of the Declaration.
4. For purposes of General Assessments or other assessments pursuant to the Community Declaration, neither the Foundation nor its successors or assigns shall in any manner be deemed a Titleholder.

The Joinder and Consent by the Foundation to this Declaration and to any Declarations of Annexation shall not in any manner imply that the Foundation is liable for or obligated to fulfill any obligations of the Developer thereunder.

To the extent the Joinder and Consent of the John D. and Catherine T. MacArthur Foundation, as owner of all or a part of the Abacoa Property is needed in order to impose this Declaration of Covenants, conditions and Restrictions as covenants running with the land, then this Joinder and Consent shall fulfill that requirement.

IN WITNESS WHEREOF, John D. and Catherine T. MacArthur Foundation has caused these presents to be duly executed and sealed on its behalf with the intention of making this Declaration a sealed instrument, this 4th day of April, 1977.

John D. and Catherine T. MacArthur Foundation,
an Illinois not-for-profit corporation

WITNESS:

[Signature]
Signature of Witness
Joshua J. Mintz
Print Name of Witness

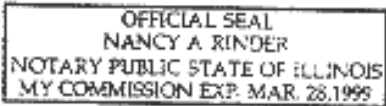
By: [Signature]
Victor Rabinowitch, Vice President

[Signature]
Signature of Witness
N.A. Rinder
Print Name of Witness

State of Illinois
County of Cook

IN WITNESS WHEREOF, this 9th day of April, 1997, Victor Rabinowitch, as Senior Vice President of **John D. and Catherine T. MacArthur Foundation**, an Illinois not-for-profit corporation, a corporation established under the laws of the State of Illinois, has caused these presents to be duly executed and sealed on the said corporation's behalf and they are personally know to me ~~or provided~~ _____ as identification.

[Signature]
Notary Public
Serial No. : 396322
Commission



Return to [Table of Contents](#)

Community Declaration
APPENDIX ONE

Definitions of Certain Significant Terms
Employed In Abacoa Founding Documents

Abacoa Plat No. 1 means and refers to that certain Abacoa Plat No. 1 recorded in Plat Book 78, Page 145, of the Public Records of Palm Beach County, Florida.

Abacoa Property Owners' Assembly, Inc. (or Assembly) means and refers to the non-stock corporation in which all Titleholders have a membership interest and which is responsible for ownership,

custody and maintenance of Community Property for the benefit of its members, and is also the party primarily responsible for carrying out the intents of the Governing Documents.

Abacoa Property means and refers to the Real Property described in [Exhibit "A"](#) attached to the Declaration.

Additional Real Property means and refers to the land adjacent to or contiguous with the Abacoa Property, as the Board may determine from time to time.

Approval means and refers to the issuance by any public agency or Institutional Lender of written approval on a matter, or any written waiver of approval rights or a letter of "no objection".

Assembly (or Master Association) means and refers to the Abacoa Property Owners' Assembly, Inc..

Assumed Acreage means and refers to the acreage of each classification of Residential Neighborhood, Residential District, and Commercial and Workplace Properties, as shown on recorded plats and replats plus the acreage from the remaining Residential Neighborhood, Residential District, and Commercial and Workplace Properties, not platted or replatted as shown on Master Plan H.

Board of Directors (or Board or Directors) means and refers to the governing body of the Assembly, as more fully described in the Bylaws and in [Section 2.2](#) of the Community Declaration.

Class "A" Members means and refers to all Titleholders of Living Units or proposed Living Units, except the Developer.

Class "B" Members means and refers to all Titleholders of Submitted Property who do not qualify as a Class "A" Member, Class "C" Member or Class "D" Member.

Class "C" Member means and refers to the Developer.

Class "D" Member means and refers to the Golf Course Property Titleholder.

Class "A" Voting Members means and refers to all Voting Members elected by the Class "A" Members.

Class "B" Voting Members means and refers to all Voting Members elected by the Class "B" Members.

Class "D" Voting Member means and refers to all Voting Members appointed by the Class "D" Member.

Commercial and Workplace Properties means and refers to the Town Center District: Regional, Commercial District: Community, Commercial District: Neighborhood and Workplace District, all as designated on the Master Plan Map H.

Commercial Unit means and refers to any structure or portion of a structure within the Submitted Properties designed and intended for housing a commercial business, which does not fall within the definition of a Living Unit.

Community means and refers to the Submitted Properties and the Titleholders and their lessees and invitees.

Community Architect means and refers to the individual described in [Section 2.2](#) of the Community Declaration, who is charged with assisting in maintaining the visual integrity of the Community.

Community Codes means and refers to resolutions relating to actions set forth in [Section 3](#) of the By-Laws of the Assembly other than General Resolutions.

Community Declaration (or Declaration) means and refers to the Abacoa Declaration of Covenants, Conditions and Restrictions to which this Appendix One is attached as amended from time to time.

Community Plan means and refers to that certain Master Plan Map H as contained in the Development

Order, as said plan is amended from time to time. The Community Plan is subject to change from time to time in the sole discretion of the Developer to meet the changing needs of Abacoa Property, in response to changes in market conditions, or for any other reason deemed necessary or desirable by the Developer.

Community Property (or Common Areas) means and refers to Real Property and personality dedicated to, owned, maintained, managed or otherwise in the custody of the Assembly.

Declaration of Annexation means and refers to any declaration of covenants, conditions and restrictions recorded by Developer, which extends the provisions of this Community Declaration to other Real Property. Declarations of Annexations may contain such complementary provisions for that Real Property as are deemed appropriate by the Developer and as are required by this Community Declaration.

Deficit means and refers to the expenses of the Assembly over and above General Assessments and Local Assessments levied, but not necessarily collected by the Assembly, but excluding that portion of the General Assessments and Local Assessments which cover reserves or cover reimbursement for expenses incurred by the Assembly due to natural catastrophes such as hurricanes or severe flooding. Deficit does not include those expenses included within the NPBCID budget.

Developer means and refers to Abacoa Development Company, its successors, transferees and assigns provided, however, that no successor, transferee or assignee of Developer shall have any of the rights or obligations of Developer as set forth in this Community Declaration unless such rights or obligations are specifically set forth in the instrument of succession, transfer or assignment, and recorded in the public records or which pass by operation of law.

Developer's Rights and Obligations means and refers to those privileges and duties of the Developer as set forth in [Appendix Two](#) to the Community Declaration.

Development Order means and refers to Resolution No. 9-95 of the Town Council of the Town of Jupiter, Florida, as same may be modified and amended from time to time.

District means and refers to an individual Residential District, Town Center District : Regional, Commercial District: Community, Commercial District: Neighborhood and Workplace District, all as designated on the Master Plan Map H.

District Architectural Committee means and refers to the regulatory body for each District where no Neighborhood Architectural Committee has authority, the function of which is to aid in maintaining the visual integrity of the Community.

District Association means and refers to any property owners' association, condominium association, or such other entity, its successors and assigns, responsible for administering any District which is not administered by a Neighborhood Association.

District Board of Directors means and refers to any board of directors of any property owners' association, homeowners' association, condominium association, or such other entity, its successors and assigns, responsible for governing any District.

Exotics or Exotics or other Invasive and nuisance type plants or grasses shall mean and refer to those unprotected or prohibited vegetation set forth in **Section 26-100. Unprotected or prohibited vegetation.** of the Town code, as amended from time to time.

Federal Mortgage Agencies means and refers to those federal agencies who have a security or financial interest in the Submitted Properties, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation, or successors to their interests.

Founding Documents means and refers to this Community Declaration together with the Articles of Incorporation and Bylaws of the Abacoa Property Owners' Assembly, Inc. and any Declarations of Annexation extending the provisions of this Community Declaration to Real Property, all as may be amended from time to time.

General Assessments means and refers to the monetary assessments imposed on all Lots pursuant to [Section 2.5](#) of the Community Declaration.

Golf Course Property means and refers to the golf course property referred to on the Master Plan Map H as contained in the Development Order, as said plan is amended from time to time.

Governing Documents means and refers to the Founding Documents and Community Codes, all as may be amended from time to time.

Greenways mean and refer to the greenways referred to on the Master Plan Map H as contained in the Development Order, as said plan is amended from time to time.

Improvement Management Coordination Committee shall mean and refer to the committee which is appointed by the Board of Directors for the primary purpose stated in [Section 2.2](#) of the Declaration.

Institutional Lender means and refers to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any combination of any of the entities listed in this definition, to the extent they have notified the Assembly of their holdings.

Living Unit means and refers to any structure or portion of a structure within the Submitted Properties designed and intended for use and occupancy by a single household, including, without limitation, condominium, cooperative and apartment units.

Local Assessments shall mean and refer to monetary assessments imposed against some, but not all of the Lots for the purpose of defraying the costs of services and benefits that uniquely appertain to such Lots.

Local Assessment Districts shall mean and refer to those areas which contain Lots subject to Local Assessments.

Lot means and refers to any subdivided plot of land within the Submitted Properties with the exception of Community Property that has been subjected to this Community Declaration. Lot shall also mean and refer to individual Commercial Units subject to a district declaration or declaration of condominium and Living Units subject to a neighborhood declaration, declaration of condominium or owned by a housing cooperative.

Master Plan Map H means and refers to that certain Master Plan Map-H Revised: Res. No. 61 - as amended and modified from time to time.

Member shall mean and refer to all persons who by virtue of their status as Titleholders are members of the Assembly.

MXD Ordinance means and refers to the Ordinance No. [46-94](#) as adopted by the Town. of Jupiter and as amended from time to time.

Neighborhood means and refers to any development of Lots or Living Units which is designated as a Neighborhood by Developer in the Community Declaration or in any Declaration of Annexation and which is designated as a Residential Neighborhood on Master Plan Map H.

Neighborhood Architectural Committee means and refers to the regulatory body for each

Neighborhood, the function of which is to aid in maintaining the visual integrity of the Community.

Neighborhood Association means and refers to any property owners' association, homeowners' association, condominium association, or such other entity, its successors and assigns, responsible for administering any Neighborhood.

Neighborhood Board of Directors means and refers to any board of directors of any property owners' association, homeowners' association, condominium association, or such other entity, its successors and assigns, responsible for governing any Neighborhood.

Non-Conforming Uses means and refers to uses of property that are not a matter of right, but which may be permitted by the Assembly pursuant to policies and standards it has enacted, and subject to all Public Law.

NPBCID shall mean and refer to Northern Palm Beach County Improvement District, a political subdivision of the state of Florida, having jurisdiction over Units of Development 9, 9A, 9B, 28, and any additional legally formed Unit of Development for Abacoa Property, and its successors and assigns.

NPBCID Management or Improvement Plans shall mean and refer to any plan adopted by NPBCID for the management, maintenance and/or construction of improvements located within Abacoa Property.

NPBCID Unit of Improvement Assessments shall mean and refer to any assessment policy adopted by NPBCID to pay for the cost of the management, maintenance and/or construction of improvements pursuant to the NPBCID management policy or NPBCID Management Plan.

Participating Builder means and refers to a person or entity that acquires any portion of the Abacoa Property from Developer for the purpose of building a structure for sale or lease to others, or such other builders as may be specifically designated by Developer to be a "Participating Builder".

Permitted Use means and refers to a use of property that is a matter of right, but subject to administrative controls enacted by the Assembly.

Primary Surface Water Management System means and refers to that portion of the surface water management system located exterior to a District or Neighborhood but within the Abacoa Property.

Public Laws means and refers to the laws of any governmental body with jurisdiction over the Abacoa Property and the Abacoa Property Owners' Assembly, as amended from time to time.

Public Records means and refers to the public records of Palm Beach County, Florida.

Quorum of Directors means and refers to a majority plus one of all of the Board of Directors.

Quorum of Titleholders means and refers to the representation of thirty percent (30%) of all Titleholder votes entitled to be cast by proxy or in person at a meeting convened for voting by Titleholders on an issue or issues.

Quorum of Voting Members means and refers to the representation of thirty percent (30%) of all Voting Members' votes entitled to be cast, by proxy or in person at a meeting convened for voting by Voting Members on an issue or issues.

Real Property means and refers to land and any improvements thereon.

Residential District means and refers to a District which contains Living Units and which is so designated as a Residential District on Master Plan Map H.

Residential Neighborhood means and refers to a Neighborhood which contains Living Units and which is so designated as a Residential Neighborhood on Master Plan Map H.

Secondary Surface Water Management System means and refers to that portion of the surface water

management system located within a District or Neighborhood.

Submitted Properties means and refers to land initially or hereinafter subjected to this Community Declaration.

Surface Water Management System means and refers to the Primary Surface Water Management System and the Secondary Surface Water Management System located within the Abacoa Property.

Surrounding Neighborhood Area means and refers to any area located within the Submitted Properties which is adjacent to any portion of a Neighborhood or District.

Through Street means and refers to the major streets as shown on the Community Plan.

Titleholder means and refers to the owner(s) of record of any Lot, residential or nonresidential, or Living Unit or Commercial Unit, or the Golf Course Property, whether one or more people or entities. The term excludes those having an interest merely as security for the performance of an obligation and also excludes governmental entities such as the Town, NPBCID and South Florida Water Management District and utility entities having easement or fee simple interests in a portion of the Abacoa Property.

Town means and refers to the Town of Jupiter and its agencies.

Unit of Development 9 means and refers to that certain Unit of Development 9 created by NPBCID. All of the Abacoa Property is located within Unit of Development 9.

Unit of Development 9A means and refers to that certain Unit of Development 9A created by NPBCID. All of the Abacoa Property is located with Unit of Development 9A.

Unit of Development 9B means and refers to-that certain Unit of Development 9B created by NPBCID. All of the Abacoa Property is located within Unit of Development 9B.

Unit of Development 28 means and refers to that certain Unit of Development 28 created by NPBCID. All of the Abacoa Property is located within Unit of Development 28.

Urban and Architectural Standards means and refers to those standards which may be devised by Developer, and amended by Developer from time to time during Developer's Rights and Obligations period and thereafter by tie Assembly

Voting Members mean and refer to those persons elected by the Titleholders to cast the votes for said Titleholders.

Return to [Table of Contents](#)

Community Declaration

APPENDIX TWO

DEVELOPER'S RIGHTS AND OBLIGATIONS

In order to secure Developers interests related to the development of Abacoa, including the pursuit and furtherance of the missions and goals of Abacoa established by Developer on behalf of Abacoa's Titleholders, Developer shall have the benefit of certain rights and be encumbered with certain obligations.

1. **Duration of Developer's Rights and Obligations.** The duration of Developer's Rights and Obligations shall extend until the later of the conveyance of all Lots contained in the Abacoa Property to Titleholders other than Developer, or thirty (30) years from the recording in the Public Records of the Declaration, except that some specific Rights and Obligations may expire by virtue of their being tied to the occurrence of certain events arising prior to conveyance of all Lots. Developer, however, may voluntarily terminate all its Rights and Obligations by expressing such in

writing to the Assembly. No amendment of this Appendix may be made without concurrence of Developer.

2. Right to Complete Community Plan.

- a. **Development Activities.** Developer shall have the right to conduct all activities required to complete the Community Plan, as such may be amended from time to time, as more fully provided for in [Article I](#) of the Declaration. The Assembly shall not, as Assembly, take any position of opposition against provisions of the Community Plan in a public setting, nor utilize any of its material or financial resources to oppose development activities of Developer so long as they remain consistent with the Community Plan. Developer may from time to time, in Developer's sole discretion, amend the Community Plan to meet the changing needs of Abacoa in response to changes in the technology or market conditions or for any other reason deemed necessary or desirable by Developer. This provision is not intended to diminish the right of any individual to express opinions, nor of the Assembly to pursue all remedies against any alleged breaches of agreements or representations by Developer.
- b. **Urban and Architectural Standards.** During the period Developer's Rights and Obligations are in force, Developer shall have the right to propose and effect amendments to the Urban and Architectural Standards for Abacoa Property to fulfill the purposes set forth in [Article I](#) of the Declaration in Developer's sole opinion. The Members of the Assembly shall not take any position of opposition against provisions of the Urban and Architectural Standards so long as they remain consistent with the Community Plan.
- c. **Annexations.** Developer shall have the right to incrementally annex all of the Abacoa Property and Additional Real Property subject to the provisions in [Article I](#) of the Declaration. The Assembly shall not take any action to prevent such annexations. Developer and the Participating Builders, as owners or optionees to purchase the Abacoa Property described in [Exhibit "A"](#), hereby grant and declare that all or any portion of such Real Property may, so long as Developer's Rights and Obligations exist, be subjected to this Community Declaration by the execution and filing of one or more Declarations of Annexation signed by Developer, without the need for the execution or filing of such Declarations of Annexation by any other party. Such Declarations of Annexation may contain such complementary or additional covenants, conditions or restrictions as are deemed appropriate by the Developer, given the nature of the Real Property being annexed. The Participating Builders hereby irrevocably constitute and appoint the Developer, and its successors, transferees and assigns, as their attorney-in-fact for the purpose of executing and filing all such Declarations of Annexation. The foregoing power of attorney is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to the Abacoa Property and shall be binding upon the Participating Builders and their successors, transferees and assigns.

3. Amendments and Other Actions Affecting Developer

- a. **Founding and Governing Documents.** The Assembly shall make no amendments to the Founding Documents that materially affect Developer's interests, including Developer's Rights and Obligations, without Developer's concurrence. No legislative action may be taken by the Assembly that affects Developer's interests without Developer's concurrence. In these contexts, Developer's interests are intended to include those of Participating Builders,

because of their indispensable role in fulfilling the intents of the Community Plan.

- b. **Easements.** Assembly shall not take action seeking to alter provisions of easements established by Developer, nor to prevent establishment of easements necessary to complete the Community Plan.

4. **Assembly Related Rights and Obligations**

- a. **Developer's Responsibilities for Affairs of Assembly.** Developer shall be exclusively responsible for conducting the affairs of the Assembly during the period Developer's Rights and Obligations are in effect. Thereafter, the Board of Directors shall act strictly in conformance with the provisions of the Founding Documents and in accordance with Public Law.
- b. **Developer's Representation on Board of Directors.** All members of the Board of Directors shall be appointed by the Developer so long as Developer's Rights and Obligations are in effect.
- c. **Developer's Appointment of Assembly President.** During the period that Developer's Rights and Obligations are in effect, Developer shall have the right to appoint the President of the Assembly.
- d. **Developer's Obligations of Financial Support of Assembly.** Developer shall provide funds to cover the Deficit in the Assembly's operations for two (2) years following the date of the initial recordation of the Community Declaration, (the "Deficit Funding Period"), with the option of Developer each year to extend such Deficit Funding Period for the next following year. The Developer's right to extend the Deficit Funding Period shall exist during the period Developer's Rights and Obligations are in force. During the Deficit Funding Period Developer shall pay no Assessments to the Assembly for any Submitted Property owned by Developer. After expiration of the Deficit Funding Period, and for the duration of Developer's Rights and Obligations, each Lot owned by Developer shall be subject to an assessment equal to all assessments (including General Assessments and Local Assessments) that would have been applicable to such Lot had Developer's obligation to pay assessments with respect to such Lot commenced upon the later of (i) expiration of the Deficit Funding Period or (ii) annexation of such Lot into the Assembly. Unless Developer otherwise notifies the Board of Directors in writing at least sixty (60) days prior to the beginning of each fiscal year, Developer shall be deemed to have elected to extend the Deficit Funding Period for an additional year. Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

5. **Developer's Power of Attorney to Amend Founding Documents**

- a. **Amendment of Founding Documents.** The Developer hereby reserves for itself, its successors, transferees and assigns, during the period Developer's Rights and Obligations are in force, the right to execute on behalf of all contract purchasers, Titleholders, mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Submitted Properties, any such agreements, documents, amendments or supplements to the Governing Documents to correct errors or omissions or which may be required or desired by

the Federal Mortgage Agencies, the Town, a governmental or quasi-governmental agency or by a lender or title insurance company designated by the Developer or a Participating Builder. Additionally, during the period Developer's Rights and Obligations are in force, Developer hereby reserves for itself, its successors, transferees and assigns, the right to modify or amend any of the Governing Documents. Notwithstanding anything to the contrary herein contained, no amendment or modification to this Declaration shall be effective which shall impair or prejudice the rights or priorities of any Institutional Lender under the Founding Documents without specific written approval of such Institutional Lender affected thereby, and no amendment of this Declaration shall be in effect which shall affect NPBCID's property interest or NPBCID's improvements located within the Abacoa Property, unless agreed to in writing by NPBCID nor shall any amendment of this Declaration be in effect which shall affect South Florida Water Management District's property interest or South Florida Water Management's improvements located within the Abacoa Property, unless agreed to in writing by South Florida Water Management District.

- b. **Appointment.** By acceptance of a deed to any Lot or Living Unit or by the acceptance of any other legal or equitable interest in the Abacoa Property, each and every contract purchaser, Titleholder, mortgagee, and other lienholder or party claiming a legal or equitable interest in the Submitted Properties does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors, transferees and assigns, as attorney-in-fact for the purpose of executing such amended Community Declaration and other instrument(s) necessary or desirable to effect the foregoing, subject to the limitations set forth herein.
 - c. **Limitations.** No such agreement, document, amendment, or supplement which seeks to deannex the Living Unit or Commercial Unit from the Community Declaration, shall be made without the prior written consent of the affected Titleholder(s) and all owners of any mortgage(s) encumbering the affected Titleholder(s). Any such agreement, document, amendment or supplement which adversely affects the priority or validity of any mortgage which encumbers any Living Unit shall not be made without the prior written consent of the owners of all such mortgages.
 - d. **Duration.** The power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots, Living Units and Commercial Units and be binding upon the heirs, personal representatives, successors, transferees and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power. Said power of attorney shall be vested in the Developer, its successors, transferees and assigns for a period ending on the expiration of Developer's Rights and Obligations. Thereafter, said power of attorney shall automatically vest in the Assembly to be exercised by its Board of Directors.
6. **Amendment.** Developer, during the period Developer's Rights and Obligations are in force, may amend the Community Plan, in Developer's sole discretion, from time to time.

Return to [Table of Contents](#)

EXHIBIT A
TO
ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DESCRIPTION

A parcel of land lying in Sections 13, 14, 23 and 24, Township 41 South, Range 42 East being more particularly described as follows;

COMMENCE at the Northwest corner of the Northwest One-Quarter (NW 1/4) of said Section 14;

THENCE on a grid bearing of S 02° 12' 34" W along the West line of the said Northwest One-Quarter (NW 1/4) of Section 14 a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continue S 02° 12' 34" W along said West line a distance of 702.03 feet;

THENCE S 87° 47' 26" E a distance of 144.65 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of S 56° 30' 30" E;

THENCE Southwesterly along the arc of said curve to the left having a central angle of 31°16' 57" and a radius of 995.00 feet for an arc distance of 543.25 feet to a point of tangency on the said West line of the Northwest One-Quarter (NW 1/4);

THENCE S 02° 12' 34" W along said West line a distance of 1370.40 feet to the Southwest corner of the said Northwest One-Quarter (NW 1/4);

THENCE N 89° 36' 14" E along the South line of the said Northwest One-Quarter (NW 1/4) a distance of 80.08 feet to a line 80.00 feet East of and parallel with the West line of the Southwest One-Quarter (SW 1/4) of said Section 14;

THENCE S 2° 12' 34" E along said parallel line a distance of 3.64 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southerly along the arc of said curve to the right having a central angle of 7° 43' 20" and a radius of 2240.00 feet for an arc distance of 301.90 feet to a point of reverse curvature of a tangent curve concave to the Southeast;

THENCE Southerly along the arc of said curve to the left having a central angle of 7° 43' 54" and a radius of 2160.00 feet for an arc distance of 291.48 feet to a point of tangency a line 40.00 feet East of and parallel with the said West line of the Southwest One-Quarter (SW 1/4) of Section 14;

THENCE S 2° 12' 00" E along said parallel line a distance of 2057.20 feet to a line 40.00 feet East of and parallel with the West line of the Northwest One-Quarter (NW 1/4) of said Section 23;

THENCE S 00° 35' 42" W along said parallel line a distance of 2590.01 feet to a line 40.00 feet East of and parallel with the West line of the Southwest One-Quarter (SW 1/4) of said Section 23;

THENCE S 00° 35' 39" W along said parallel line a distance of 1629.66 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve to the left having a central angle of 39° 15' 41" and a radius of 460.00 feet for an arc distance of 315.21 feet to a point of tangency;

THENCE S 38° 40' 02" E a distance of 343.68 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Southeasterly and Easterly along the arc of said curve to the left having a central angle of 51° 24' 11" and a radius of 420.00 feet for an arc distance of 376.80 feet to a point of tangency;

THENCE N 89° 55' 47" E a distance of 978.98 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Southeasterly and Southerly along the arc of said curve to the right having a central angle of 87° 38' 29" and a radius of 120.00 feet for an arc distance of 183.56 feet to a point on a non-tangent line;

THENCE N 89° 55' 47" E a distance of 724.67 feet;

THENCE S 70° 46' 50" E a distance of 105.95 feet;

THENCE N 89° 55' 47" E a distance of 200.00 feet;

THENCE S 81° 32' 23" E a distance of 101.12 feet to a Line 75.00 feet North of and parallel with the South line of the Southeast One-Quarter (SE 1/4) of said Section 23;

THENCE N 89° 55' 48" E along said parallel line a distance of 2413.46 feet to a line 75.00 feet North of and parallel with the South line of the Southwest One-Quarter (SW 1/4) of said Section 24:

THENCE S 89° 50' 06" E along said parallel line a distance of 2561.81 feet;

THENCE N 45° 47' 10" E a distance of 55.95 feet;

THENCE N 01° 24' 25" E a distance of 290.65 feet

THENCE N 06° 29' 12" E a distance of 180.71 feet to a line 60.00 feet West of and parallel with the East line of the said Southwest One-Quarter (SW 1/4) of Section 24;

THENCE N 01° 24' 25" E along said parallel line a distance of 54.18 feet;

THENCE S 89° 58' 02" W a distance of 1590.81 feet;

THENCE N 00° 48' 04" E a distance of 560.06 feet to a line 120.00 feet South of and parallel with the North line of the South One-Half (S 1/2) of the said Southwest One-Quarter (SW 1/4);

THENCE N 89° 58' 02" E along said parallel line a distance of 1596.73 feet to a line 60.00 feet West of and parallel with the said East line of the Southwest One-Quarter (SW 1/4) of said Section 24;

THENCE N 01° 24' 25" E along said parallel line a distance of 3115.75 feet;

THENCE N 00° 25' 03" E a distance of 550.08 feet;

THENCE N 01° 24' 25" E a distance of 286.23 feet;

THENCE N 44° 35' 59" W a distance of 57.55 feet;

THENCE S 89° 23' 37" W a distance of 3.97 feet;

THENCE N 00° 36' 23" W a distance of 141.50 feet;

THENCE N 45° 28' 28" E a distance of 55.49 feet;

THENCE N 01° 33' 18" E a distance of 302.86 feet;

THENCE N 06° 30' 33" E a distance of 180.64 feet.;

THENCE N 02° 28' 07" E a distance of 370.08 feet to a line 60.00 feet West of and parallel with the East line of the Southwest One-Quarter (SW1/4) of said Section 13;

THENCE N 01° 33' 18" E along said parallel line a distance of 413.19 feet to a line 40.00 feet North of and parallel with the South line of the North One-Half (N 1/2) of the South One-Half (S 1/2) of said Section 13;

THENCE S 89° 05' 31" W along said parallel line a distance of 900.00 feet;

THENCE N 01° 33' 18" E a distance of 386.61 feet;

THENCE S 89° 05' 29" W a distance. of 820.00 feet;

THENCE N 01° 33' 18" E a distance of 1063.39 feet;

THENCE N 89° 05' 29" E a distance of 150.14 feet;

THENCE N 01° 33' 18" E a distance of 80.07 feet;

THENCE N 89° 05' 29" E a distance of 1539.56 feet;

THENCE N 45° 19' 24" E a distance of 26.43 feet;

THENCE N 01° 33' 18" E a distance of 209.11 feet;

THENCE N 05° 22' 09" E a distance of 180.40 feet to a line 60.00 West of and parallel with the East line Of the Northwest One-Quarter (NW 1/4) of said Section 13;

THENCE N 01° 33' 18" E along said parallel line a distance of 160.01 feet;

THENCE N 00° 24' 33" E a distance of 850.17 feet;

THENCE N 01° 33' 18" E a distance of 252.48 feet;

THENCE N 44° 28' 21" W a distance of 57.57 feet;

THENCE S 89° 30' 00" W a distance of 298.76 feet:

THENCE N 86° 50' 17" W a distance of. 250.51 feet to the South Right-of-Way line of Indian Creek Parkway as described in Official Records Book 4107, Pages 430 through Page 432 of the Public Records of Palm Beach County, Florida;

THENCE S 89° 30' 00" W along said South Right-of-Way line a distance of 697.24 feet to a point of curvature of a tangent curve concave to the Northeast;

THENCE Northwesterly along said South Right-of-Way line along the arc of said curve to the right having a central angle of 17° 11' 51" and a radius of 2924.79 feet for an arc distance of 877.37 feet to a point of tangency;

THENCE N 73° 18' 45" W along said South Right-of-Way line a distance of 505.51 feet to a point of curvature of a tangent curve concave to the Southwest;

THENCE Northwesterly and Westerly along said South Right-of-Way line along the arc of said curve to the left having a central angle of 14° 50' 11" and a radius of 2804.80 feet for an arc distance of 726.28 feet to a point of tangency on a line 60.00 feet South of and parallel with the North line of the Northeast One-Quarter (NE 1/4) of said Section 14;

THENCE N 88° 08' 56" W along said parallel line a distance of 1901.10 feet to a line 60.00 feet South of and parallel with the North line of the said Northwest One-Quarter (NW 1/4) of Section 14;

THENCE N 88° 08' 55" W along said parallel line a distance of 2677.84 feet to the POINT OF BEGINNING;

TOGETHER WITH a parcel of land lying in the Southwest One-Quarter (SW 1/4) of said Section 24 being more particularly described as follows;

COMMENCE at the Southwest corner of said Section 24;

THENCE S 89° 50' 06" E along the South line of said Southwest One-Quarter (SW 1/4) a distance of 1031.19 feet to a point on the East Right-of-Way line of central Boulevard as now laid out and in use:

THENCE N 00° 48' 04" E along the Northerly prolongation of said East Right-of-Way line a distance of 632.99 feet to a point;

THENCE N 89° 58' 02" East a distance of 10.00 feet to the POINT OF BEGINNING of the hereinafter described parcel;

THENCE N 00° 48' 04" East a distance of 140.73 feet to the beginning of a curve concave to the East having a radius of 250.00 feet and a central angle of 48° 05' 13";

THENCE Northerly along the arc of said curve a distance of 209.82 feet to the point of tangency;

THENCE N 48° 53' 17" E a distance of 78.23 feet to the beginning of a curve concave to the West having a radius of 150.00 feet and a central angle of 48° 55' 15";

THENCE Northerly along the arc of said curve -a distance of 128.07 feet to the Point of tangency;

THENCE N 00° 01' 58" W a distance of 45.00 feet;

THENCE N 45° 01' 58" W a distance of 35.36 feet to a point on a line 120.00 feet South of, as measured at right angles to, and parallel with the North line of the South half of said Southwest Quarter (SW 1/4);

THENCE N 89° 58' 02" E along said parallel line a distance of 100.00 feet to a point;

THENCE S 44° 58' 02" W a distance of 35.36 feet to a point;

THENCE S 00° 01' 58" E a distance of 45.00 feet to the beginning of a curve concentric to the last described curve having a radius of 200.00 feet and a central angle of 48° 55' 15";

THENCE Southerly along the arc of said curve a distance of 170.77 feet to the point of tangency;

THENCE S 48° 53' 17" W a distance of 78.23 feet to the beginning of a curve concentric to the first curve described herein having a radius of 200.00 feet and a central angle of 48° 05' 13";

THENCE Southerly along the arc of said curve a distance of 167.86 feet to the point of tangency;

THENCE S 00° 48' 04" W a distance of 140.00 feet;

THENCE S 89° 58' 02" W a distance of 50.01 feet to the POINT OF BEGINNING.

TOGETHER WITH a parcel Of land lying in the East One-Half (E 1/2) of said Section 24 being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast One-Quarter (SE 1/4) of said section 24;

THENCE on a grid bearing of N 01° 23' 06" E along the East line of the said Southeast One-Quarter (SE 1/4) a distance of 75.02 feet to a line 75.00 feet North of and parallel with the South line of the said Southeast One-Quarter (SE 1/4);

THENCE N 89° 51' 12" W along said parallel line a distance of 130.41 feet to the POINT OF BEGINNING;

THENCE continue N 89° 51' 12" W along said parallel line a distance of 1891.95 feet;

THENCE N 89° 30' 35" W a distance of 250.00 feet;

THENCE N 89° 51' 12" W a distance of 298.41 feet;

THENCE N 44° 13' 23" W a distance of 57.19 feet;

THENCE N 01° 24' 25" E a distance of 284.35 feet;

THENCE N 00° 29' 25" E a distance of 250.03 feet to a line 60.00 feet East of and parallel with the West line of the said Southeast One-Quarter (SE 1/4) of Section 24;

THENCE N 01° 24' 25" E along said parallel line a distance of 4030.11 feet;

THENCE N 04° 44' 38" E a distance of 180.31 feet;

THENCE N 01° 24' 25" E a distance of 306.02 feet;

THENCE N 45° 23' 08" E a distance of 55.55 feet;

THENCE N 89° 21' 50" E a distance of 288.33 feet;

THENCE N 88° 16' 32" E a distance of 500.09 feet to a line 60.00 feet South of and parallel with the North line of the said Northeast One-Quarter (NE 1/4) of section 24;

THENCE N 89° 21' 50" E along said parallel line a distance of 1641.84 feet to the West Right-of-Way line of the Florida East Coast Railway;

THENCE S 01° 19' 34" W along said West Right-of-Way line a distance of 5174.39 feet to the POINT OF BEGINNING;

LESS a parcel of land lying in the Northwest One-Quarter (NW 1/4) of said Section 14 being more particularly described as follows:

COMMENCE at the Northwest corner of said Section;

THENCE S 2° 12' 34" W along the West line of said Section a distance of 1402.03 feet;

THENCE S 87° 47' 26" E a distance of 80.00 feet to the POINT OF BEGINNING;

THENCE continue South 87° 47' 26" E a distance of 100.00 feet;

THENCE S 2° 12' 34" W a distance of 100.00 feet;

THENCE N 87° 47' 26" W a distance of 100.00 feet;

THENCE N 2° 12' 04" E a distance of 100.00 feet to the POINT OF BEGINNING.

The above described lands lying in Palm Beach County Florida containing 2055.52 acres more or less.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

Tract SF1 and Tract UN1, of Abacoa Plat No. 1, according to the plat thereof, recorded in Plat Book 78, Page 145, Public Records of Palm Beach County, Florida.

Return to [Table of Contents](#)

EXHIBIT B

to

ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLES OF INCORPORATION

OF

ABACOA PROPERTY OWNERS' ASSEMBLY, INC.

(a Florida not for profit corporation)

In order to form a corporation not for profit, for the purposes and with the Powers set forth herein, under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned, by these Articles of Incorporation (the "Articles", hereby certify as follows:

1. ARTICLE I DEFINITIONS

1.1 All terms which are defined in the Abacoa Declaration of Covenants, Conditions and Restrictions ("Declaration") shall be used herein with the same meanings as defined in said Declaration.

1.2 "Assembly" as used herein shall mean the Florida corporation not for profit formed by these Articles, and its successors and assigns.

2. ARTICLE II NAME OF ASSEMBLY

2.1 The name of the Assembly is Abacoa Property Owners' Assembly, Inc.

3. ARTICLE III

POWERS AND PURPOSES

3.1 The purposes for which the Assembly are organized are as follows:

3.1.1 To provide for or assure maintenance, preservation and architectural control of the Lots, Living Units, Commercial Units and Community Property within the Submitted Properties described in the Declaration recorded or to be recorded in the Public Records of Palm Beach County, Florida, including such additions thereto as may be hereafter brought within the jurisdiction of the Assembly, and to promote the health, safety and welfare of the Titleholders within the Submitted Properties and any additions thereto as may be hereafter brought within the jurisdiction of the Assembly.

3.1.2 To engage in any activity or business Permitted under Florida Law for not for profit corporations issued pursuant thereto as they now exist or as they may hereafter be amended.

3.2 For the aforesaid Purposes, the Assembly shall have the Power and authority to:

3.2.1 Exercise all of the Powers and privileges and perform all of the duties and obligations of the Assembly as set forth in the Declaration, applicable to the Properties, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;

3.2.2 Fix, levy, collect and enforce payment by any lawful means, of all charges or asses any assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the Submitted Properties and all other expenses incident to the conduct of the business of the Assembly;

3.2.3 Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property;

3.2.4 Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of the Submitted Properties in accordance with the Governing Documents as security for money borrowed or debts incurred;

3.2.5 Dedicate, sell or transfer all or any part of the Community Property to any public agency, authority, or utility for such purposes.

3.2.6 Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Community Property, provided that any such merger, consolidation or annexation shall be accomplished in accordance with the Governing Documents.

3.2.7 Employ personnel and retain independent contractors and professionals; to enter into service contracts to provide for the maintenance, operation and management of property; and to enter into any other agreements consistent with the purposes of the Assembly, including, but not limited to, agreements for professional management and to delegate to such professional management certain powers and duties of the Assembly.

3.2.8 Make, establish and enforce reasonable rules and regulations governing the

use of the Submitted Properties or any portions thereof, including without limitation the Community Property. Such rules and regulations shall not prevent or restrict any uses permitted under the Development Order or the MXD ordinance.

3.2.9 Contract with NPBCID and other governmental agencies.

3.2.10 Do all and everything necessary and appropriate for the accomplishment of the purposes enumerated in this Certificate or any amendment thereof, necessary or incidental to the attainment of the objectives of the Assembly.

3.3 The foregoing shall be construed as objects and powers in furtherance not in limitation of the general powers conferred from time to time by laws of the State of Florida; and it is hereby expressly provided that the enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Assembly, and that the Assembly shall and may do all and everything necessary, suitable or proper for the accomplishment of any of the purposes or objects herein enumerated, either alone or in association with other corporations, firms or individuals to the same extent and as fully as individuals might or could do as principals, agents, contractors or otherwise.

4. ARTICLE IV PRINCIPAL OFFICE

4.1 The address of the principal office of this Assembly is Jupiter Professional Bldg., 675 W. Indiantown Road, #203 Jupiter, FL 33458.

5. ARTICLE V BOARD OF DIRECTORS AND OFFICERS

5.1 The affairs of this Assembly shall be managed by a Board of Directors initially consisting of SEVEN (7) Directors. The procedure for selecting the Board of Directors and the Officers and the number of and tenure, qualifications, powers and duties of the Board of Directors and officers of this Assembly shall be as set forth in the Bylaws, as said Bylaws are amended from time to time.

6. ARTICLE VI INCORPORATOR

6.1 The name and post office address of the Incorporator signing these Articles of Incorporation is as follows:

| <u>Name:</u> | <u>Address:</u> |
|-----------------|---|
| Barry J. Walker | Jupiter Professional Bldg. 675 W. Indiantown Road, #203 Jupiter, FL 33458 |

7. ARTICLE VII AMENDMENTS

7.1 This Assembly reserves the right to amend, alter, change or repeal any provisions contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon Members hereof are granted subject to this reservation. Unless otherwise provided by law or herein, amendment of these Articles shall require the assent of Titleholders representing a majority of the Titleholder votes properly cast in person or by proxy at a duly called meeting in which a quorum of Titleholders is present in person or by proxy. Notwithstanding anything to the contrary herein, during the period Developer's Rights and Obligations are in force, Developer may amend these Articles with no assent of any other Titleholder being required.

8. ARTICLE VIII
REGISTERED AGENT

8.1 The name of the initial registered agent and the address of the initial registered office of the Assembly is as follows:

| <u>Name:</u> | <u>Address:</u> |
|-----------------|---|
| Barry J. Walker | Jupiter Professional Bldg. 675 W. Indiantown Road, #203 Jupiter, FL 33458 |

9. ARTICLE IX
MEMBERS

9.1 The Assembly shall be a membership corporation not for profit without certificates or shares of stock. All Titleholders shall be Members of this Assembly.

10. ARTICLE X
VOTING RIGHTS

10.1 All properly registered Titleholders may vote on any issue which requires voting by Titleholders. A Titleholder to be properly registered must have registered with the Assembly in accordance with the Bylaws, as amended from time to time.

11. ARTICLE XI
DISSOLUTION

11.1 The Assembly may be dissolved with the assent given in writing and signed by Titleholder representing not less than two-thirds (2/3) of all Titleholder votes entitled to be cast and by Titleholders representing not less than two-thirds (2/3) of all Titleholder votes entitled to be cast. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with this ARTICLE), shall be mailed to every Titleholder not less than ten (10) days or more than fifty (50) days in advance of any action to be taken. Upon dissolution of the Assembly, other than incident to a merger or consolidation, the assets of the Assembly shall be dedicated to any appropriate public agency to be used for purposes similar to those for which this Assembly was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not for profit corporation, association, trust or other organization to be devoted to such similar purposes.

12. ARTICLE XII
DURATION

12.1 This Assembly shall exist perpetually, unless dissolved pursuant to ARTICLE XI.

13. ARTICLE XIII
LIABILITY

13.1 The liability of persons serving the Assembly by virtue of holding either an elected or an appointed position shall be limited as provided in the Bylaws of the Assembly.

IN WITNESS WHEREOF, the undersigned, being the Incorporator herein, has made and subscribed these Articles of Incorporation this 18th day of November, 1996, and the undersigned registered agent hereby states that he is familiar with and accepts the duties and responsibilities as registered agent for this Assembly.

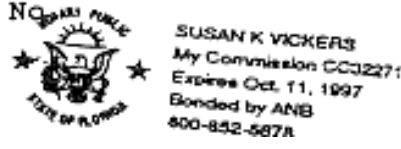
Signed, sealed and delivered
in the presence of::

[Signature]
[Signature]
Barry J. Walker, Incorporator

STATE OF FLORIDA
COUNTY OF Palm Beach

BEFORE ME, the undersigned officer duly authorized to take acknowledgments, this day, personally appeared Barry J. Walker, to me personally known or who provided _____ as identification who executed the foregoing Articles of Incorporation, and acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 18th day of November, 1996.

[Signature]
Notary Public
My Commission Expires:
Commission No. _____


ACCEPTANCE OF REGISTERED/RESIDENT AGENT

Having been designated to accept service of process for the above stated corporation, at the place set forth hereinabove, I hereby accept such designation and agree to act in such capacity and hereby state that I am familiar with and accept the duties and responsibilities as registered agent for this Assembly and agree to comply with the provisions of Section 607.0505 of the Florida Statutes.

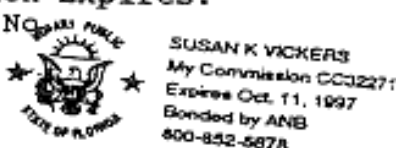
[Signature]
Barry J. Walker, Registered Agent

Dated: Nov. 18, 1996

STATE OF FLORIDA
COUNTY OF Palm Beach

BEFORE ME, the undersigned officer duly authorized to take acknowledgments, this day, personally appeared Barry J. Walker, to me personally known or who provided _____ as identification and who executed the foregoing document, and acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 18th day of November, 1996.

[Signature]
Notary Public
My Commission Expires:
Commission No. _____


ARTICLES OF AMENDMENT
OF
ABACOA PROPERTY OWNERS ASSEMBLY, INC.
(By Written Consent of Developer)

Pursuant to Section 617 of the Florida Statutes and Article VII AMENDMENTS of the Articles of Incorporation of Abacoa Property Owners' Assembly, Inc., Abacoa Property Owners' Assembly, Inc., adopts these Articles of Amendment to its Articles of Incorporation:

FIRST: The Articles of Incorporation of Abacoa Property Owners' Assembly, Inc., are amended by deleting Article V, BOARD OF DIRECTORS AND OFFICERS thereof In its entirety and adding In its place and stood the following:

ARTICLE V
BOARD OF DIRECTORS AND OFFICERS


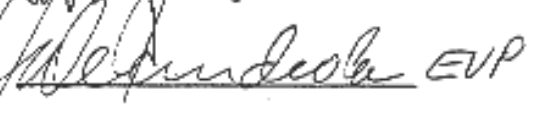
5.1 The affairs of this Assembly shall be managed by a Board of Directors Initially consisting of SIX (6) Directors. The procedure for selecting the Board of Directors and the Officers and the number of and tenure, qualifications, powers and duties of the Board of Directors and officers of this Assembly shall be as set forth in the Bylaws, as said Bylaws are amended from time to time.

SECOND: The amendment to the Articles of Incorporation of the corporation set forth above were adopted on the 10th day of April, 1997 by Developer.

THIRD: The foregoing amendments were adopted by the unanimous consent, of the Developer. The Developer's vote was sufficient for approval.

Signed effective as of the 10 day of April, 1997.

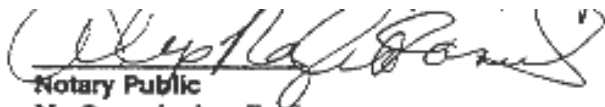
Developer:
Abacoa Development Company, a Delaware corporation

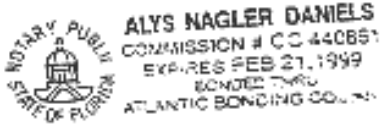
BY: 
BY:  EVP

STATE OF FLORIDA
COUNTY OF Palm Beach

BEFORE ME, the undersigned officer duly authorized to take acknowledgments, this 10th day of April, personally appeared Barry J. Walker, as Exec. V.P. and George deGuardiola, as Exec VP of Abacoa Development Company, to me personally known or who provided _____ as identification and who executed the foregoing, and they acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 10th day of April, 1997.


Notary Public
My Commission Expires:
Commission No.:



Return to [Table of Contents](#)

EXHIBIT "C"

to

ABACOA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BYLAWS OF THE ABACOA PROPERTY OWNERS' ASSEMBLY, INC.

ARTICLE I

GENERAL PROVISIONS

1.1 Applicability.

These Bylaws provide for the governance and operation of the Abacoa Property Owners' Assembly, Inc., a Florida not for profit corporation (the "Assembly"), and its Board of Directors (the "Board of Directors"), in accordance with the provisions of the Abacoa Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), the Assembly's Articles of Incorporation (the "Articles of Incorporation") and appropriate Public Laws for the benefit of all Titleholders having an interest in Submitted Properties within the community known as "Abacoa", located in the Town of Jupiter, Palm Beach County, State of Florida. The Submitted Properties have been or will be subjected to the provisions of the Declaration through the recordation of the Declaration and supplements thereto in the public records of Palm Beach County, Florida. The Assembly is not a condominium association under Chapter 718, Florida Statutes.

1.2 Office.

The initial principal office of the Assembly shall be at 675 West Indiantown Road, Suite 203, Jupiter, FL 33458, or at such other place within the state of Florida as may from time to time be designated by the Board of Directors.

1.3 Definitions.

Certain capitalized terms used in these bylaws, unless otherwise defined herein, have the meanings specified for such terms in [APPENDIX ONE](#) to the Declaration.

1.4 Amendments.

These Bylaws may be amended only by a vote by the Developer during the period Developer's Rights and Obligations are in effect. Thereafter, these Bylaws may be amended only by a vote of a majority plus one of the entire Board of Directors at a duly called meeting subject to the following conditions and to any other requirements of Public Law:

1.4.1 Notice of Proposed Amendments. Notice of proposed amendments shall be published in Abacoa's principal medium of communications with Titleholders or through mail no less than fifteen (15) days prior to voting upon a proposed amendment or must be posted in a conspicuous location in Abacoa no less than forty-eight (48) hours prior to voting upon a proposed amendment.

1.4.2 Developer Approval. Notwithstanding anything contained herein to the contrary, these Bylaws may not be amended during the period Developer's Rights and Obligations are in force without the prior written approval of the Developer.

ARTICLE II

Abacoa Property Owners' Assembly, INC.

2.1 Members.

All Titleholders shall be Members of the Assembly.

2.2 Assembly Purpose.

The purpose of the Assembly shall be to pursue the goals and missions of the Abacoa Community, as set forth in the Declaration, and to serve as the vehicle for fulfilling the provisions of the Governing Documents.

2.3 Liability and Indemnification of Assembly Officials.

Directors and Officers shall be indemnified and held harmless by the Assembly to the fullest extent provided by Chapter 617 of the Florida Statutes, as the same may be amended from time to time.

2.4 Organizational Structure.

The organizational structure of the Assembly shall be as defined in [ARTICLE II](#) of the Declaration.

2.5 Voting Rights.

The right of Titleholders to vote on matters arising before the Assembly shall be as set forth herein and in the Founding Documents.

Assembly Meetings.

2.6.1 Annual Meetings. The Assembly shall convene for an annual meeting of the Voting Members each October for the purpose of a presentation of the State of the Community report by the President, and the conduct of any other business deemed appropriate by the Board of Directors.

2.6.2 Special Meetings. The Board of Directors, by a two-thirds (2/3) vote, may cause the President to call a special meeting of the Voting Members of the Assembly. Titleholders may cause the President to call a special meeting of the Voting Members upon the presentation of a petition signed by Titleholders representing not less than fifteen (15%) percent of all Titleholder votes entitled to be cast or fifteen (15%) of all Voting Members entitled to vote. Additionally, the President may call a special meeting.

2.6.3 Notice of Meetings. Voting Members who have registered with the Assembly shall be sent notice of each meeting no earlier than sixty (60) days and no later than ten (10) days prior to the meeting date or notice of a meeting may be accomplished by the publishing of such notice or notice of a meeting may be posted in a conspicuous place on Community Property at least 48 hours prior to the meeting. Notices of a special meeting shall include the purpose(s) of the meeting, and notices of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. Except as may

otherwise be required by Public Laws, no business may be transacted other than that which has been announced in the notice, except by assent of a majority of all of the Voting Members present.

2.6.4 Conduct of Meetings. The President shall preside over Assembly meetings; in his absence, the Vice President shall preside. To the extent consistent with the Founding Documents, meetings shall be conducted according to the then current edition of Robert's Rules of Order.

2.6.5 Adjournment of Meetings. If any meeting of the Assembly cannot be held because a Quorum of Voting Members is not present, a majority of the Voting Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the adjourned meeting shall be given in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a Quorum of Voting Members is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Voting Members required to constitute a quorum.

2.6.6 Voting. The voting rights of the Titleholders shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein by reference.

2.6.7 Manner of Voting. Cumulative voting is not permitted. The manner of voting (by ballot, machine, or other means) shall be determined by the Board at Directors.

2.6.8 Proxies. A vote may be cast in person or to the extent permitted by Public Law, by proxy. Limited proxies and general proxies may be used to establish a quorum.

2.6.9 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Voting Members may be taken by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Voting Members at their last known addresses or published or posted, and within the time periods set forth herein or duly waived in accordance herewith. The decision of the majority of the Voting Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership, provided a quorum of the Membership as represented by the Voting Members submits a response. The notice shall set forth a time period during which time a response must be made by a Voting Member.

ARTICLE III BOARD OF DIRECTORS

3.1 Board of Directors.

3.1.1 Composition. The primary decision-making body of the Assembly shall be a Board of Directors consisting of no fewer than six (6) members. All members of the initial Board of Directors shall be appointed by the Developer. The Developer shall have the right to appoint all the Directors so long as Developer's Rights and Obligations are in effect. Subsequent to the period Developer's Rights and Obligations are in effect, the Class "A" Voting Members and the Class "B" Voting Members shall elect the members to the Board of Directors. Membership on the Board of Directors may be increased above six (6) members upon a majority vote of Class "A" Voting Members and the Class "B" Voting Members, but such increase in the number of Board members cannot increase the number of the Board of Directors to greater than thirteen (13) and must increase the members elected by the Class "A" Voting Members equally with the increase in the number of Board members elected by the Class "B" Voting Members, except that by a majority vote of Class "B" Voting Members and a majority vote of Class "A" Voting Members, such Voting Members may increase the Board of Directors by one (1) member, such Board member to be elected by a majority plus one of the then entire Board of Directors. Notwithstanding anything to the contrary herein, the Developer's right to appoint all of the members to the Board of Directors shall continue so long as Developer's Rights and Obligations are in effect. After the Developer's Rights and Obligations are no longer in effect and while the Board of Directors consists of six (6) members, three of the members of the Board of Directors shall be elected by Class "A" Voting Members and three members of the Board of Directors shall be elected by Class "B" Voting Members.

3.1.2 Elections. The President of the Assembly shall appoint an Elections Committee at least twenty (20) days prior to a scheduled election to administer and preside over elections which shall be conducted in accordance with policies and procedures established by the Board of Directors from time to time. Consent of the Board of Directors shall not be required for appointment of the Elections Committee, notwithstanding other provisions in the Founding Documents regarding appointments. Candidates for election to the Board of Directors need not be Titleholders.

3.1.3 Terms of Office. Except for members of the Board of Directors appointed by the Developer, the term of office of each member of the Board of Directors (a "Director") shall be two (2) years; however, terms of office of the Directors shall be staggered such that when all Directors are elected (versus appointed by the Developer), approximately fifty (50%) percent of the Directors are elected each year.

3.1.4 Removal or Resignation. Except with respect to Directors appointed by the Developer, any Director may be removed from office, without cause, by (i) a vote of a majority of the Directors elected by the Class "A" Voting Members, if such Director was elected by the Class "A" Voting Members, or (ii) a vote of a majority of the Directors elected by the Class "B" Voting Members, if such Director was elected by the Class "B" Voting Members, or (iii) by a two-thirds vote of all Directors entitled to elect such Director. Any Director may resign for any reason. Any vacancies occurring on the Board of Directors shall be filled by: a majority of the Directors elected by the Class "A" Voting Members, if the vacancy is of a Director elected by the Class "A" Voting Members; by a majority of all the Directors elected by the Class "B" Voting Members, if the vacancy is of a Director elected by the Class "B" Voting Members; or by two-thirds of all the remaining Directors, if the vacancy is of a Director elected by the Directors as a whole. The person so appointed shall remain in office for the unexpired portion of the term of

the Director replaced. Directors appointed by the Developer may be removed and replaced at any time at the discretion of the Developer.

3.2 Powers and Duties of the Board of Directors.

Except as otherwise provided in the Founding Documents, actions of the Directors shall be determined by a simple majority plus one of the Board of Directors present at a duly called meeting. The powers and duties of the Board of Directors shall be as set forth in or enabled by the Founding Documents. In particular those powers and duties include, but are not limited to:

3.2.1 Adoption, amendment, and enforcement of Community Codes.

3.2.2 Determining the annual budget and establishing assessments.

3.2.3 Borrowing of money in amounts for a single purpose not to exceed ten (10%) percent of the annual operating budget. Borrowing of amounts in excess of that limit shall require a vote of a majority of all of the Voting Members.

3.2.4 Approval of all contractual obligations, not provided for in the annual operating budget, that exceed one-half of one percent (.5%) of the annual operating budget and of all contractual obligations in the annual operating budget that exceed one (1%) percent of the budgeted expenditures for the current year. The Board of Directors may increase the foregoing limitations.

3.2.5 Except as otherwise provided, to amend these Bylaws. So long as developer's Rights and Obligations are in effect, proposed amendments to these Bylaws shall also be subject to the approval of the Developer.

3.2.6 Hear and make final determinations on appeals from decisions of the Community Architect (if the Community Architect's decision is to disapprove the approval decision of the applicable Neighborhood Architectural Committee or District Architectural Committee), the Improvement Management Coordination Committee, or any other Committee within the jurisdiction of the Assembly.

3.2.7 Provide oversight and enforcement and to promulgate rules and regulations regarding the maintenance and use of Greenways and Community Property in accordance with the Founding Documents and subject to the requirements of Public Law and to enter into contracts in connection therewith.

3.2.8 To enter into contracts on behalf of the Assembly with NPBCID or any other agency or entity in connection with the Assembly's managing the Greenways or other property.

3.2.9 To defend and insure the continuing integrity and operation of the missions and goals of Abacoa as set forth in the Preamble of this Declaration and to enforce the Governing Documents.

3.2.10 To enact provisions deemed appropriate to carrying out its responsibilities including provisions establishing rules of conduct for the use, maintenance, and appearance of the Abacoa Property (including Community Property and Greenways) pursuant to the powers and duties vested in the Board of Directors by the Founding Documents, and subject to provisions contained in Public Law governing any action.

3.2.11 To provide oversight of the administration of the affairs of the Assembly.

3.2.12 To take actions on applications for proposed changes in use of Abacoa

Property in accordance with the Founding Documents.

3.2.13 To issue permits for Non-Conforming Uses of the Properties, in accordance with the Founding Documents and subject to the requirements of Public Law.

3.2.14 To establish rules of procedure for the manner in which cases of alleged violations of the Governing Documents are processed. Rules of procedure shall be consistent with traditional customs of due process in favor of protecting individual rights.

3.2.15 To approve the taking of title to Real Property which will serve as Community Property or Greenway and the conveyance, leasing and mortgaging thereof.

3.2.16 To appoint and remove the Community Architect, the Community Manager and the members of the Improvement Management Coordination Committee.

3.2.17 To enter into contracts on behalf of the Assembly with any agency or entity in connection with the management of the Community Property, including, but not limited to the Greenways.

3.2.18 To review and approve or disapprove the purchase prices of all Living Units required to comply with the affordable housing requirements of the MXD Ordinance during the period of time that such units are required to comply with said affordable housing requirement and to take any actions necessary to correct any violations thereof.

3.2.19 To provide oversight and enforcement and to promulgate rules and regulations regarding the drainage of the Abacoa Property to ensure compliance with the South Florida Water Management District surface water management plan, as amended from time to time, and the drainage system plan of the Town, as amended from time to time.

3.2.20 To promulgate procedures to ensure compliance of and to enforce compliance within the Abacoa Property of the Development Order, the applicable Development of Regional Impact and Public Laws and to enforce said procedures.

3.3 Legislative Actions of the Board of Directors.

The Board of Directors may from time-to-time pass resolutions approving the following legislative actions:

3.3.1 Actions limiting or controlling property rights that relate to or affect the use of the Community Property or Greenways

3.3.2 Actions taken by the Board of Directors calling for or accomplishing amendments to the Community Codes that relate to or affect the Community Property or Greenways

3.3.3 Actions adding new provisions to the Community Codes that relate to or affect the use of Community Property or Greenways.

3.3.4 Actions that prescribe procedures for implementing provisions of the Governing Documents including, but not limited to

3.3.4.1 Assessment collection procedures.

3.3.4.2 Procedures associated with applications for visual changes to Lots and any improvements thereon.

3.3.4.3 Policies related to use and control of Community Property.

3.3.4.4 Establishment of temporary rules and permits.

3.3.4.5 Establishment of policies relating to the opening of bank accounts for the Assembly and the signatures required in connection therewith.

Collectively, the above resolutions for the above stated actions constitute the Community Codes.

3.3.5 General Resolutions. Additionally, the Board of Directors may pass General Resolutions, which are actions taken by the Board of Directors in connection with the management of the business and affairs of the Assembly that do not constitute the Community Code. Such actions include, but are not limited to:

3.3.5.1 Financial matters including, but not limited to, determining annual budgets, establishing assessments, borrowing of money and transferring funds.

3.3.5.2 Expenditure authorizations requiring Board of Directors action.

3.3.5.3 Contracts requiring Board of Directors action.

3.3.5.4 Proposed appointments by the President requiring Board of Directors action.

3.3.5.5 Decisions on appeals relating to actions by the Community Architect or the Improvement Management Coordination Committee.

3.3.5.6 Appointment of one member to each Neighborhood Architectural Committee and one member to each District Architectural Committee.

3.3.5.7 Appointment and removal of the Community Architect, the Community attorney, members of the Improvement Management Coordination Committee and, from time to time, members of special committees convened to consider matters of interest to the Assembly. The above actions may be enacted at the meeting in which they first arise or at any subsequent duly noticed meeting, or by written consent by a majority plus one of the Board of Directors.

3.4 Officers.

3.4.1 Designation. The Officers of the Corporation ("Officers") shall be the President, the Vice President, the Secretary, and the Community Treasurer, and such other officers as determined by the Board from time to time, all of whom shall be elected by the Board of Directors. Officers need not be Titleholders.

3.4.2 Election of Officers. The Officers of the Board of Directors shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board of Directors.

3.4.3 Removal of Officers. At any regular or special meeting of the Board of Directors, upon the affirmative vote of a majority plus one of

all members of the Board of Directors, any Officer may be removed, with or without cause, and a successor elected by the remaining members of the Board of Directors to fill the vacancy.

3.4.4 President. The President shall preside over all meetings of the Board of Directors; be responsible for preparing the agenda for all Board of Directors meetings; assure that each of the Directors have in advance of any meetings sufficient information and materials on which to base informed decisions; represent the Board of Directors to the Assembly; appoint committees of the Board of Directors; assure that each member of the Board of Directors and its Officers properly carry out their duties and responsibilities. The President's duties which shall not be diminished by the Directors without a vote of a majority of all of the Voting Members, shall also include:

3.4.4.1 Contract Approvals. Approval of all contracts involving sums less than one (1%) percent of the annual operating budget (unless a higher limit is set by the Board of Directors), provided an allocation for the expenditure has been made in the annual operating budget; otherwise, the president's contract authority for each contract shall be limited to one-half of one percent (.5%) of the annual operating budget, unless otherwise determined by the Board of Directors.

3.4.4.2 Reimbursement. The President shall be reimbursed from Assembly funds for reasonable expenses the President may incur in carrying out the President's duties. The Board of Directors shall determine what constitutes reasonable expenses.

3.4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President, when the President is absent or unable to act. If neither the President or the Vice President are present or able to act, the Board of Directors shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall perform such other duties as may be assigned by the President or the Board of Directors.

3.4.6 Secretary. The Secretary shall be responsible for causing the following to be done: keeping minutes of all meetings of the Assembly and of the Board of Directors; recording all resolutions of the Assembly and of the Board of Directors and properly maintaining the Book of Resolutions; maintaining such books and records as the Board of Directors may direct; providing all notices required to be provided; maintaining a roster of Titleholders, Voting Members and Mortgagees reflecting the address to which any such notices shall be sent; and in general, perform all duties incident to the office of Secretary.

3.4.7 Community Treasurer. The Community Treasurer shall receive and deposit in appropriate bank accounts all monies of the Assembly. The Community Treasurer shall keep proper books of account, cause an annual audit or review of the Assembly's books to be made by a public accountant at the completion of each fiscal year and shall

assist in the preparation of an annual budget and a statement of income and expenditures to be presented to the Voting Members at its regular annual meeting and deliver a copy to each of the Voting Members.

3.5 Operations of the Board of Directors.

All meetings of the Board of Directors shall be open to all Titleholders except to the extent the Public Laws permit closed meetings, in which event any decision to close a meeting shall require the concurrence of a majority of a Quorum of the Board of Directors.

3.5.1 Organization Meeting. Within thirty (30) days following each annual election the Board of Directors shall hold an organizational meeting at which Officers for the current year are elected.

3.5.2 Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be set from time to time by a majority plus one of the entire Board of Directors, but in no event less frequently than once per quarter. Notice of regular meetings shall be given to (1) each Director by mail, telegraph, telefax, telephone, or in person, at least three (3) business days prior to the date of the meeting and (2) to all Titleholders, by the notice being posted in a conspicuous place, at least 48 hours in advance of the meeting, or by the notice being published in Abacoa's principal medium of communication.

3.5.3 Special Meetings. Special Meetings of the Board of Directors may be called by the President, or by the Secretary on the written request of at least three (3) Directors on not less than three (3) business days notice to each Director, given in the same manner as notice for a regular meeting of the Board of Directors. All Titleholders shall receive notice of Special Meetings by the notice being posted in a conspicuous place, at least 48 hours in advance of the meeting, or by the notice being published in Abacoa's principal medium of communication.

3.5.4 Waiver of Notice. Any Director may at any time, in writing, waive notice of any Board of Directors meeting, and such waiver shall be deemed equivalent to the giving of such notice. Presence at any Board of Directors meeting by any Director shall constitute a waiver of notice. If all Directors are present at any Board of Directors meeting, no notice to Directors shall be required and any Board of Directors' business may be transacted at such meeting.

3.5.5 Quorum of Board of Directors. At all meetings of the Board of Directors a Quorum of Directors must be present for the transaction of business, and the votes of a majority of those Board of Directors present shall constitute the decision of the Board of Directors except regarding matters for which different voting requirements are required. If a quorum is not present, a majority of those Directors present may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the

meeting is not fixed by those in attendance at the original meeting or it for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the adjourned meeting shall be given in the manner prescribed for regular meetings.

3.5.6 Compensation. Directors shall not be entitled to compensation.. Directors shall be reimbursed from Assembly funds for authorized out-of-pocket expenses incurred in the fulfillment of Board of Directors duties. The Board of Directors shall determine what expenses are authorized.

3.5.7 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors. The Secretary shall assure that minutes are recorded and a minute book maintained as well as a record of all resolutions. The then current edition of Robert's Rules of Order shall govern the conduct of Board meetings when not in conflict with Public Laws or the Governing Documents.

3.5.8 Common or Interested Directors. Each Director shall exercise such Director's powers and duties in good faith and with a view to the interests of the Assembly. No contract or other transaction between the Assembly and any of the Directors, or between the Assembly and any other corporation, firm or other entity (including Developer) in which any of the Directors are directors or have a material financial interest, is either void or voidable solely because of the common directorship or interest, if any of the following conditions are met:

3.5.8.1 The fact of the common directorship or interest is disclosed or known to the Board of Directors or the committee, and the Board of Directors or the committee authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority plus one of disinterested Directors, even if the disinterested Directors constitute less than a quorum of Directors; or

3.5.8.2 The fact of the common directorship or interest is disclosed or known to the Voting Members entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the Voting Members entitled to vote other than the vote of the interested Director; or

3.5.8.3 The contract or transaction is fair and reasonable to the Assembly.

Any common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee of the Board or at a meeting of the Voting Members, as the case may be, at which the contract or transaction is authorized, approved or ratified.

ARTICLE IV EXECUTIVE BRANCH

4.1 Organization of the Executive Branch.

The Executive Branch shall be headed by a President. The day-to-day affairs, for which the President has oversight responsibilities, shall be administered under the direction and supervision of a Community Manager properly licensed by the governmental agencies having jurisdiction thereof. Activities of the Assembly and Titleholders relating to design or visual changes in Lots and improvements thereon shall be under the direction and supervision of the applicable Neighborhood Architectural Committee, subject to approval by the Community Architect.

4.2 Community Architect.

4.2.1 Qualifications; New Construction. The Community Architect shall be a person with demonstrable experience in a design profession and proficiency with the MXD Ordinance and urban planning, and must be properly licensed by all the appropriate governmental agencies. The Community Architect shall be responsible for reviewing all applications for new construction of Living Units, Commercial Units and accessory buildings and structures and, upon determination that plans for such structures are consistent with the Community Plan (as such term is defined in [APPENDIX ONE](#) of the Declaration), shall issue appropriate approvals, with or without reasonable conditions and stipulations within a reasonable time period as determined by the Board of Directors. The Community Architect may enforce a stricter set of standards to ensure that the thematic harmony of Abacoa Property is upheld for any property abutting a Through Street, abutting a Greenway or which can be seen from any street or location which the Board of Directors determines, in its sole discretion, to be of special interest to the Abacoa Property. Notwithstanding anything to the contrary contained in the Governing Documents, the Community Architect's approval shall be the only approval required for new construction by the Developer and the Participating Builders. During the Developer's Rights and Obligations period, the Community Architect shall be appointed by the Developer and the Developer shall have the sole right to remove such Community Architect, with or without cause, and appoint a new Community Architect.

4.2.2 Compensation. The Community Architect may be reasonably compensated as determined by the Directors.

4.3 Community Manager.

4.3.1 Duties. The day-to-day affairs of the Assembly shall be administered by the Community Manager who shall be appointed by and report directly to the Board of Directors. The scope of the authority of the Community Manager as to binding commitments made on behalf of the Assembly shall be as determined by the Board of Directors.

4.3.2 Compensation. The Community Manager may be reasonably compensated as determined by the Directors.

ARTICLE V IMPROVEMENT MANAGEMENT COORDINATION COMMITTEE

5.1 Organization and Terms of Office.

The Improvement Management Coordination Committee shall consist of up to seven (7) members appointed by the Board of Directors. The term of office for members of the Improvement Management Coordination Committee shall be for up to two (2) years, with approximately fifty (50%) percent of the positions filled on an annual basis. The Board of Directors shall hire a paid independent consultant who shall be an accountant, which consultant shall automatically be one member of the Improvement Management Coordination Committee. Any member of the Improvement Management Coordination Committee may be removed with or without cause upon a majority plus one vote of the entire Board of Directors.

5.2 Duties.

The Improvement Management Coordination Committee shall assist NPBCID in the management and maintenance of those improvements developed by NPBCID or Developer through a contractual relationship with NPBCID. Additionally, the Improvement Management Coordination Committee shall have such duties as provided in the Governing Documents, and as further determined from time to time by the Board of Directors.

5.3 Compensation.

Members of the Improvement Management Coordination Committee may be entitled to compensation as determined by the Board of Directors.

ARTICLE VII
ARBITRATION

6.1 Organization and Terms of Office.

In the event of a dispute regarding the Assembly's enforcing or failure to enforce any provisions of the Governing Documents, the disputing parties shall submit the matter to binding arbitration under the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

6.2 Compensation. The arbitrators may be entitled to compensation on a per meeting basis or as otherwise determined by the Board of Directors.

Return to [Table of Contents](#)



Form #0145
Rev 08/95

EXHIBIT D
to
ABACOA DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-03651-P

95-272
cc. HADEZ
Salouiz
DAVID YOUNG
JORDAN
NICHOLS
DONNA HOSKIN
COMES & MOORE

DATE ISSUED: JUNE 13, 1996

PERMITTEE:: JOHN D. & CATHERINE T. McARTHUR FOUNDATION
(ABACOA)
4400 PGA BOULEVARD, STE. 900
PALM BEACH GARDENS, FL 33410

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM SERVING A 2050 ACRE MIXED USE DEVELOPMENT DISCHARGING TO THE INTRACOASTAL WATERWAY VIA NPBCID's EPB 2, 2A AND 2B CANALS.

PROJECT LOCATION: PALM BEACH COUNTY SECTION 13, 14, 23, 24 TWP 41S RGE 42E

This Permit is issued pursuant to Application No. 941123-8, dated November 17, 1994. 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 Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of subsections 373.414 (1) (b), F.S., or as otherwise stated herein.

This Permit 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), Florida Administrative Code (F.A.C.).

This Permit 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), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4381, 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. All activities authorized by this Permit 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.

GENERAL AND SPECIAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2-7 OF 11-23 SPECIAL CONDITIONS.
SEE PAGES 8-11 OF 11-19 GENERAL CONDITIONS.

FILED WITH THE CLERK OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD

ON Original signed by:
BY Vern Kainer
DEPUTY CLERK

BY TONY BURNS
ASSISTANT SECRETARY

RECEIVED

JUL 12 1996

Page 1 of 11

Lindahl, Browning, Ferrari
& Helstrom, Inc.

PERMIT NO. 50-03651-P

SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: 1 - 15.50 FEET NGVD.
BASIN: 2 - 14.20 FEET NGVD.
BASIN: 3 - 13.50 FEET NGVD.
BASIN: 4 - 12.20 FEET NGVD.
BASIN: 5 - 16.50 FEET NGVD.
BASIN: 6 - 12.40 FEET NGVD.
BASIN: 7 - 11.60 FEET NGVD.

2. MINIMUM ROAD CROWN ELEVATION: BASIN: 1 - 13.10 FEET NGVD.
BASIN: 2 - 10.80 FEET NGVD.
BASIN: 3 - 10.50 FEET NGVD.
BASIN: 4 - 9.70 FEET NGVD.
BASIN: 5 - 13.70 FEET NGVD.
BASIN: 6 - 9.60 FEET NGVD.
BASIN: 7 - 9.30 FEET NGVD.

3. DISCHARGE FACILITIES:

BASIN: 1:

1-3.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 12' NGVD.

1-5.3' W X 1.4' H X 124 DEG. TRIANGULAR ORIFICE WITH INVERT AT ELEV. 10' NGVD.

RECEIVING BODY : BASIN 2

CONTROL ELEV : 10 FEET NGVD.

BASIN: 2, STRUCTURE NO. 1:

1-8' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 10' NGVD.

1-4.5' W X .6' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 9' NGVD.

RECEIVING BODY : BASIN 4

CONTROL ELEV : 9 FEET NGVD.

BASIN: 2, STRUCTURE NO. 2:

1-7' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 10' NGVD.

1-4.5' W X .6' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 9' NGVD.

RECEIVING BODY : BASIN 7

CONTROL ELEV : 9 FEET NGVD.

BASIN: 3:

1-8' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 8.75' NGVD.

1-.8' W X 2.25' H X 20 DEG. V-NOTCH WITH INVERT AT ELEV. 6.5' NGVD.

RECEIVING BODY : BASIN 4

CONTROL ELEV : 6.5 FEET NGVD.

BASIN: 4, STRUCTURE NO. 1:

1-20' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.8' NGVD.

1-2.4' W X 1.8' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.

RECEIVING BODY : BASIN 6

CONTROL ELEV : 6 FEET NGVD.

BASIN: 4, STRUCTURE NO. 2:

1-2' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.8' NGVD.

1-.5' W X 1.8' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.

RECEIVING BODY : NPBCID EPB 2B CANAL

CONTROL ELEV : 6 FEET NGVD.

BASIN: 5:

1-4.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 12.2' NGVD.

1-2.8' W X 1' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 11' NGVD.

RECEIVING BODY : BASIN 6

CONTROL ELEV : 11 FEET NGVD.

BASIN: 6:

1-16' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 8.2' NGVD.

1-3.8' W X 2.2' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.

RECEIVING BODY : NPBCID EPB 2 CANAL

CONTROL ELEV : 6 FEET NGVD.

BASIN: 7:

1-5.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.6' NGVD.

1-1.1' W X 1.6' H X 37 DEG. V-NOTCH WITH INVERT AT ELEV. 6' NGVD.

RECEIVING BODY : NPBCID EPB 2A CANAL

CONTROL ELEV : 6 FEET NGVD.

4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL: VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE 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. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT.
10. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
11. THE SFWMD 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.
12. 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 SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
13. 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 SFWMD STAFF HAS CONCURRED.
14. A MITIGATION PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 13. THE PERMITTEE SHALL PROTECT 60 ACRES OF UPLAND COMPENSATION AREA(S).
15. A BASELINE MONITORING REPORT SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 13.
16. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 12 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL 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; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR. PRESERVATION.

17. (A) NO LATER THAN AUGUST 30, 1996, THE PERMITTEE SHALL SUBMIT FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:

1. PROJECT MAP IDENTIFYING CONSERVATION AREA(S)
2. LEGAL DESCRIPTION OF CONSERVATION AREA(S)
3. SIGNED CONSERVATION EASEMENT
4. SEALED BOUNDARY SURVEY OF CONSERVATION AREA(S) BY PROFESSIONAL LAND SURVEYOR
5. TITLE INSURANCE COMMITMENT FOR CONSERVATION EASEMENT NAMING DISTRICT AS BENEFICIARY USING APPROVED VALUATION
6. GIS DISK (WITH STATE PLANAR COORDINATES) IF AVAILABLE

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENTS DESCRIBED IN THE ATTACHED EXHIBIT 12. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C) THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS A CONSERVATION / PRESERVATION / MITIGATION AREA(S) ON ATTACHED EXHIBIT 12. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 12. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT, AND TITLE INSURANCE POLICY, TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

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 30, 1996 | BASELINE MONITORING REPORT |
| AUGUST 30, 1996 | TIME ZERO MONITORING REPORT |
| APRIL 30, 1997 | FIRST MONITORING REPORT |
| APRIL 30, 1998 | SECOND MONITORING REPORT |
| APRIL 30, 1999 | THIRD MONITORING REPORT |
| APRIL 30, 2000 | FOURTH MONITORING REPORT |
| APRIL 30, 2001 | 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. ANY AMENDMENTS OR MODIFICATIONS TO THE TERMS, CONDITIONS, RESTRICTIONS, OR PURPOSE OF THE CONSERVATION EASEMENT(S) DEDICATED TO NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT FOR THE 60 ACRE PRESERVE, OR ANY RELEASE OR TERMINATION THEREOF, SHALL BE SUBJECT TO PRIOR REVIEW AND APPROVAL BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT SHALL BE PROVIDED NO LESS THAN 90 DAYS ADVANCED NOTICE IN THE MANNER DESCRIBED HEREIN OF ANY SUCH PROPOSED AMENDMENT, MODIFICATION, TERMINATION OR RELEASE.
21. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED FOR THE CONSERVATION/PRESERVATION AREAS IN ACCORDANCE WITH EXHIBIT 13 ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION/PRESERVATION AREAS AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION/PRESERVATION AREAS ARE FREE FROM EXOTIC VEGETATION IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY AND THAT EXOTIC AND OTHER NUISANCE SPECIES CONSTITUTE NO MORE THAN 2% TOTAL COVER BETWEEN MAINTENANCE ACTIVITIES.
22. EXHIBIT 14 CONSISTING OF "THE ABACOA MANAGEMENT PLAN, APRIL 1996" IS INCORPORATED INTO THE STAFF REPORT BY REFERENCE AND IS INCLUDED IN THE PERMIT FILE.
23. ALL COMMERCIAL AREAS SHALL PROVIDE 1/2 INCH OF DRY PRETREATMENT PRIOR TO DISCHARGING INTO THE MASTER SURFACE WATER MANAGEMENT SYSTEM.
24. PRIOR TO ANY DISCHARGES OF RECLAIMED WATER INTO THE SURFACE WATER MANAGEMENT SYSTEM, THE DESIGN, OPERATING SCHEDULE AND MONITORING

PLAN FOR THESE FACILITIES SHALL BE APPROVED BY ALL PARTIES (FDEP, SFWMD, NPBCID, ETC.) PARTICIPATING IN THE PILOT PROGRAM FOR INTRODUCING RECLAIMED WATER INTO SWM SYSTEMS. IN ADDITION, PRIOR TO ANY MECHANICAL OPERATION OF THE CONTROL STRUCTURE OR EMERGENCY STRUCTURES WITHIN BASIN 5, APPROVAL FROM FDEP AND SFWMD STAFF SHALL BE REQUIRED.

25. PRIOR TO ANY CONNECTION TO THE TOWN OF JUPITER'S AQUIFER RECHARGE SYSTEM, A PERMIT MODIFICATION TO THE ABACOA ENVIRONMENTAL RESOURCE PERMIT AND PERMIT NO. 50-01584-W SHALL BE OBTAINED TO INCORPORATE THE ABACOA SURFACE WATER MANAGEMENT SYSTEM INTO THE AQUIFER RECHARGE SYSTEM.
26. ANY OPERATION OF THE INTERNAL OPERABLE CONTROL STRUCTURES SHALL BE REPORTED TO THE SFWMD'S FIELD ENGINEERING DIVISION WITHIN FOUR DAYS UNLESS CONDITIONS WARRANT PROMPT NOTIFICATION. INFORMATION TO BE REPORTED INCLUDES: STRUCTURES BEING OPERATED, DATE AND TIME AND DURATION OF OPERATION, DETAILS OF OPERATION, AND REASON FOR OPERATION.
27. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEMS (SECONDARY SYSTEMS) WITHIN THE INDIVIDUAL DEVELOPMENT PODS ("NEIGHBORHOODS") SHALL BE THE RESPONSIBILITY OF A MASTER PROPERTY OWNERS ASSOCIATION AS REQUIRED BY SFWMD CRITERIA. DRAFT DOCUMENTATION OF SUCH AN ACCEPTABLE OPERATING ENTITY SHALL BE SUBMITTED WITH AN APPLICATION REQUESTING CONSTRUCTION OF THE INITIAL PHASE OF CONSTRUCTION.
28. OPERATION AND MAINTENANCE OF THE STORMWATER CONVEYANCE SYSTEM DOWNSTREAM TO THE ULTIMATE DISCHARGE TO THE INTRACOASTAL WATERWAY IS THE RESPONSIBILITY OF NPBCID.

PERMIT NO. 50-03651-P

RECEIVING BODY : BASIN 7

CONTROL ELEV : 9 FEET NGVD.

BASIN: 3:

1-8' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 8.75' NGVD.
1-.8' W X 2.25' H X 20 DEG. V-NOTCH WITH INVERT AT ELEV. 6.5' NGVD.
70 LF OF 3.5' DIA. RCP CULVERT.

RECEIVING BODY BASIN 4

CONTROL ELEV .- 6.5 FEET NGVD.

BASIN: 4, STRUCTURE NO. 1:

1-20' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.8' NGVD.
1-2.4' W X 1.8' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.
3-4.5' DIA. RCP CULVERTS EACH 196' LONG.

RECEIVING BODY : BASIN 6

CONTROL ELEV 6 FEET NGVD.

BASIN: 4, STRUCTURE NO. 2:

1-2' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.8' NGVD.

1-.5' W X 1.8' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.

3-4' DIA. RCP CULVERTS EACH 75' LONG.

RECEIVING BODY NPBCID EPB 2B CANAL

CONTROL ELEV 6 FEET NGVD

BASIN: 5:

1-4.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 12.2' NGVD.

1-2.33' W X 1.2' H RECTANGULAR ORIFICE WITH INVERT AT ELEV. 11' NGVD.

2-4' DIA. RCP CULVERTS EACH 237' LONG.

RECEIVING BODY : BASIN 6

CONTROL ELEV 11 FEET NGVD.

BASIN: 6:

1-16' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 8.2' NGVD.

1-3.8' W X 2.2' H RECTANGULAR NOTCH WITH INVERT AT ELEV. 6' NGVD.

3-6' DIA. RCP CULVERTS EACH 136' LONG.

RECEIVING BODY : NPBCID EPB 2 CANAL

CONTROL ELEV : 6 FEET NGVD.

BASIN: 7:

1-5.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.6' NGVD.

1-1.1' W X 1.6' H X 37 DEG. V-NOTCH WITH INVERT AT ELEV. 6' NGVD.

165 LF OF 4.5' DIA. RCP CULVERT.

RECEIVING BODY : NPBCID EPB 2A CANAL

CONTROL ELEV : 6 FEET NGVD.

4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL: VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE 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 50-03651-P 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. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ON SITE 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.
13. THE MAINTENANCE PROGRAM SUBMITTED WITH APPLICATION NO. 941123-8 AND REQUIRED BY PERMIT NO. 50-03651-P (SPECIAL CONDITION NO. 21), SHALL ALSO INCLUDE THE WETLAND/UPLAND AREAS ADDED TO THE CONSERVATION EASEMENT (1.43 ACRES). MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE FREE FROM EXOTIC VEGETATION IMMEDIATELY FOLLOWING A MAINTENANCE ACTIVITY AND THAT EXOTIC AND OTHER NUISANCE SPECIES CONSTITUTE NO MORE THAN 2% TOTAL COVER BETWEEN MAINTENANCE ACTIVITIES.
14. OPERATION OF THE PRIMARY SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT. OPERATION OF THE SECONDARY SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF ABACOA PROPERTY OWNERS ASSEMBLY, INC.. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTION (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE PROPERTY OWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
15. ALL COMMERCIAL PARCELS SHALL PROVIDE ONE HALF INCH OF DRY PRETREATMENT PRIOR TO DISCHARGE INTO THE MASTER SURFACE WATER MANAGEMENT SYSTEM.

16. ALL GOLF COURSE LAKES WHERE THE WIDTH OF THE LAKE IS LESS THAN 100', MEASURED AT THE CONTROL ELEVATION, AND THE LINEAR LENGTH IS GREATER THAN 200' SHALL HAVE LITTORAL ZONES PLANTED FOR FIFTY PERCENT (50%) OF THE LENGTH GREATER THAN 200'.
17. EXHIBIT NOS. 40 THROUGH 68, PAVING AND DRAINAGE PLANS (PREPARED BY WILLIAMS, HATFIELD & STONER, INC. - PROJECT NO. 4068-52) AND EXHIBIT NOS. 69 THROUGH 101, DRAINAGE DETAILS, PLAN AND PROFILE SHEETS (PREPARED BY WILLIAMS, HATFIELD & STONER, INC. - PROJECT NO. 95602) ARE INCORPORATED BY REFERENCE AND CAN BE LOCATED IN THE PERMIT FILE.
18. UPON COMPLETION OF THE PLANTING OF THE GREENWAYS, THE PERMITTEE SHALL NOTIFY SFWMD STAFF TO SCHEDULE A FIELD INSPECTION. THE FIELD INSPECTION SHALL DETERMINE IF THE PLANTING OF THE GREENWAYS HAS BEEN DONE IN SUBSTANTIAL COMPLIANCE WITH THE CONCEPTUAL PLANTING PLAN (INCLUDING PLANT TYPES AND DENSITIES) DESCRIBED IN EXHIBITS 12 AND 13 OF THIS STAFF REPORT. IF THE DETERMINATION IS MADE THAT THE GREENWAY PLANTING IS NOT IN SUBSTANTIAL COMPLIANCE WITH EXHIBITS 12 AND 13, THE PERMITTEE SHALL SUPPLEMENT THE GREENWAY PLANTINGS TO PROVIDE COMPLIANCE.
19. THE GREENWAY, UPLAND PRESERVE AREAS SHALL BE MAINTAINED IN PERPETUITY TO ENSURE THAT THESE AREAS ARE FREE FROM EXOTIC VEGETATION IMMEDIATELY FOLLOWING ANY MAINTENANCE ACTIVITY AND THAT EXOTIC AND OTHER NUISANCE SPECIES CONSTITUTE NO MORE THAN 2% TOTAL COVER BETWEEN MAINTENANCE ACTIVITIES. THE PERMITTEE SHALL ALSO MAINTAIN A MINIMUM NINETY PERCENT (90%) SURVIVAL RATE OF THE LANDSCAPE MATERIAL THAT IS PART OF THE GREENWAY, UPLAND PRESERVE AREAS.

PERMIT NO. 50-03651-P

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR

EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.

4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.

10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING

OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.

11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF

WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.

18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.



South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 - (407) 686-8800 - FL WATS 1-800-432-2045

CON 24 - 06
Regulation Department

Dear Permittee:

Subject: Instructions for Construction Commencement Noticing, Annual Construction Status Reporting, Engineer's Certification Submittals and Permit Conversion and Transfer Initiation

Attached to this instruction sheet are several District forms (form no. 0960 - Environmental Resource/Surface Water Management Permit Construction Commencement Notice; form no. 0961 - Environmental Resource/Surface Water Management Permit Annual Status Report for Surface Water Management Construction; form no. 0881 - Environmental Resource/Surface Water Management Permit Construction Completion/Construction Certification; and form no. 0920 - Request for Conversion of Environmental Resource/Surface Water Management Permit from Construction Phase to Operation Phase and Transfer of Permit to the Operating Entity which will assist you in satisfying conditions of your permit, as well as requirements of Rule 40E-1, 40E-4 and 40E-400, Fla. Admin. Code. Permit conditions require these forms (or their equivalent) to be completed and returned to District staff within the specified time frames. Please be aware that these forms are provided to the permittee ONLY, as the entity responsible to satisfy permit conditions.

Submit form no. 0960, or its equivalent, within 30 days of permit issuance to inform the District of your actual or anticipated construction start date and the expected completion date. Be advised that if construction is anticipated to exceed one (1) year, a yearly report or the construction status (form no. 0961, or its equivalent) must be submitted to District staff beginning one (1) year after the initial commencement of construction. If the anticipated construction commencement and completion date is not evident at this time, please notify staff of such in writing and later submit this data once the construction commencement date is known.

Within 30 days after completion of the surface water management system, form no. 0881 (or its equivalent) is to be completed, signed and sealed by a Florida registered Professional Engineer prior to being submitted to District staff. Before the operation phase of your permit can become effective, you are required by sections 373.117 and 373.419, Fla. Stat. (as well as the above cited rules) to have a Florida registered Professional Engineer certify all the surface water management system facilities have been constructed in substantial conformance with the plans and specifications approved by the District. Use of this specific certification form is not mandatory, however, any other certification format your engineer elects to use must address, as a minimum, all components of the surface water management system. District staff will notify you of acceptance of your engineer's certification so that

you may initiate permit conversion to the operation phase and permit transfer to the operating entity.

Governing Board:

| | | | |
|--------------------------------------|-------------------|-------------------|--|
| Valerie Boyd, Chairman | William Hammond | Eugene K. Pettis | Samuel E. Poole III, Executive Director |
| Frank Williamson, Jr., Vice Chairman | Betsy Krant | Nathaniel P. Reed | Michael Slayton, Deputy Executive Director |
| William E. Graham | Richard A. Machek | Miriam Singer | |

Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680

Submittal of a completed form no. 0920 (or its equivalent) and all the required enclosures will facilitate conversion of the permit to the operation phase and transfer of the permit and the maintenance responsibility to the appropriate entity. Please note that the form must be completed and signed by an authorized representative of the operating entity. The District is committed to ensuring that all regulatory obligations of this permit are expeditiously complied with and that any conversion/transfer requirements are satisfactorily completed in a timely manner.

If you have any questions or need assistance, please contact the District regulatory staff at West Palm Beach Headquarters (407) 686-8800, Fort Lauderdale Area Office (305) 434-1100, Fort Myers Service Center (941) 278-7396, Martin/St. Lucie Service Center (407) 223-2600, Naples Area Office (941) 597-1505, Okeechobee Service Center (941) 763-2128, or Orlando Service Center (407) 858-6100.

Attachments
Rev- 1/96



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**Environmental Resource/Surface Water Management
Permit Construction Commencement Notice**

FORM 0960
08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Field Engineering Division - *Please see page 2 of 2

PROJECT NAME: _____ PHASE: _____

I hereby notify the South Florida Water Management District Field Engineering Division that construction of the surface water management system, authorized by Environmental Resource/Surface Water Management Permit No. _____ under Application No. _____ has commenced/is expected to commence on _____ 199_ and will require a duration of approximately ____/months ____/weeks ____/days to complete. Should the construction term extend beyond one year, I will submit Form No. 0961, Environmental Resource/Surface Water Management Permit Annual Status Report for Surface Water Management System Construction, to the District.

PLEASE NOTE: If the actual construction commencement date is not known, District staff should be so notified in writing. This will eliminate the necessity of further post permit compliance action concerning satisfaction of the Permit condition.

Permittee's or Authorized
Agent's Signature

Title and Company

Phone

Date

*Projects in the following counties should respond to the corresponding SFWMD Service Center

Broward, Dade, Highlands, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties - Please respond to the West Palm Beach Service Center:

SFWMD
Field Engineering Division
P.O. Box 24680
West Palm Beach, FL 33416-4680

Charlotte, Collier, Glades, Hendry, and Lee Counties - Please respond to the Ft. Myers Service Center:

SFWMD
Field Engineering Division
1342 Colonial Blvd., Suite 81
Ft. Myers, FL 33907

Orange, Osceola and Polk Counties - Please respond to the Orlando Service Center:

SFWMD
Field Engineering Division
1756 Orlando Central Parkway
Orlando, FL 32909



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

***Environmental Resource/Surface Water Man Management
Permit Annual Status Report for Surface Water
Management System Construction***

FORM 0961
08/95

(Required whenever construction duration exceeds one (1) year)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Field Engineering Division - *Please see page 2 of 2

PERMIT NO. _____ APPLICATION NO. _____
PROJECT NAME: _____ PHASE: _____

| <u>Control Structure(s)</u> | <u>% of Completion</u> | <u>Date of Anticipated Completion</u> | <u>Date of Completion</u> |
|-----------------------------|------------------------|---|-------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Benchmark Description (one per major control structure): _____

SUBJECT: PERMIT No. _____ APPLICATION NO. _____
PROJECT NAME: _____ PHASE: _____
LOCATION: COUNTY: _____ S _____ T _____ R _____

The subject surface water management system has been designed, constructed and completed as follows: (use additional sheets if needed):

Completion Date: _____
Month Day year

Discharge Structure: PERMITTED EXISTING
Weir Width _____ Crest _____ Width _____ Crest _____
Bleeder Dimensions _____ Invert _____ Dimensions _____ Invert _____
Type _____

Retention/Detention Area:
(if applicable)

| | | | |
|-------------------|-------------------|-------------------|-------------------|
| ID _____ | ID _____ | ID _____ | ID _____ |
| Size _____ | Size _____ | Size _____ | Size _____ |
| Side Slopes _____ | Side Slopes _____ | Side Slopes _____ | Side Slopes _____ |
| (H:V) | (H:V) | (H:V) | (H:V) |

Please indicate the location of the appropriate bench mark(s) used to determine the above information on the record drawings (Reference 40E-4.381(1)(f), Florida Administrative Code). All elevations should be according to National Geodetic Vertical Datum (NGVD) (Reference 2.9 of the *Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District*).

I HEREBY NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE DISTRICT. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH DEVIATIONS NOTED, IF APPLICABLE]. I HEREBY AFFIX MY SEAL THIS _____ DAY OF _____ 19____.

Engineer's Signature and Seal

Name (Please Print) FLA. Registration No.

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Broward, Dade, Highlands, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties Please respond to the West Palm Beach Service Center:

SFWMD
Field Engineering Division
P.O. Box 24680
West Palm Beach, FL 33416-4680

Charlotte, Collier, Glades, Hendry, and Lee Counties - Please respond to the Ft. Myers Service Center:

SFWMD
Field Engineering Division
1342 Colonial Blvd., Suite 81
Ft. Myers, FL 33907

Orange, Osceola and Polk Counties Please respond to the Orlando Service Center:

SFWMD
Field Engineering Division
1756 Orlando Central Parkway
Orlando, FL 32809



South Florida Water Management District

**REQUEST FOR CONVERSION OF
ENVIRONMENTAL RESOURCE/SURFACE WATER
MANAGEMENT PERMIT
FROM CONSTRUCTION PHASE TO OPERATION PHASE
AND
TRANSFER OF PERMIT TO THE OPERATING ENTITY
(TO BE COMPLETED AND SUBMITTED BY THE
OPERATING ENTITY)**

Form #0920
08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Field Engineering Division *Please see page 2 of 2

Date _____

It is hereby requested that District Environmental Resource/Surface Water Management Permit No. _____ (under Application No(s). _____), authorizing the construction and operation of a surface water management system for the below mentioned project, be converted from the construction phase to the operation phase and be transferred from the construction phase permittee to the operation phase operating entity.

PROJECT: _____

FROM: Name _____
Address _____
City _____ State _____ Zip _____

TO: Name _____
Address _____
City _____ State _____ Zip _____

Enclosed is documentary evidence of satisfaction of permit conditions (other than long term monitoring) in accordance with Rule 40E-4.361, **Florida Administrative Code (F.A.C.)**. Also enclosed is a copy of the documents required below, including the document transferring title to the operating entity for the common areas on which the surface water management system is located.

The surface water management facilities are hereby accepted for operation and maintenance in accordance with the engineer's certification and as outlined in the restrictive covenants and

articles of incorporation for the operating entity.

The signatory, as representative for the operating entity, hereby agrees that the operating entity will be perpetually bound by all terms and conditions of the permit, Including all compliance requirements. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Operating Entity Name

Authorized Signature

Title and Telephone Number of Signatory

Printed Name of Signatory

Enclosure:

- Documentary evidence of satisfaction of permit conditions (other than long term monitoring)
- Copy of recorded transfer of title to surface water management system
- Copy of plat(s)
- Copy of recorded restrictive covenants, articles of incorporation, certificate of incorporation

*Projects in the following counties should respond to the corresponding SFWMD Service Center

Broward, Dade, Highlands, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties -
Please respond to the West Palm Beach Service Center:

SFWMD
Field Engineering Division
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West Palm Beach, FL 33416-4680

Charlotte, Collier, Glades, Hendry, and Lee Counties Please respond to the Ft. Myers Service Center:

SFWMD
Field Engineering Division
1342 Colonial Blvd., Suite 81
Ft. Myers, FL 33907

Orange, Osceola and Polk Counties Please respond to the Orlando Service Center:

SFWMD
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1756 Orlando Central Parkway
Orlando, FL 32809

Return to [Table of Contents](#)