

**BY-LAWS**  
**OF**  
**CHARLESTON COMMONS COMMUNITY ASSOCIATION, INC.**

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**BY-LAWS  
OF  
CHARLESTON COMMONS COMMUNITY ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is Charleston Commons Community Association, Inc. ("**Association**"). The principal office of the corporation shall be located at 730 N.W. 107<sup>th</sup> Avenue, Suite 300, Miami, Florida 33172, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

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

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

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

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

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

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

**"Director"** shall mean a director elected or appointed to the Board

**"Member"** shall mean a member of Association.

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

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

**"Special Members Meeting"** shall have the meaning assigned to such term in Section 3 of these By-Laws.

**"Turnover Date"** shall have the meaning set forth in the Declaration.

**"Voting Interests"** shall mean the voting rights held by the members.

3. **Members.**

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

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

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

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

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

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

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

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

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

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place,

day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member.

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

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

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

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

#### 4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board comprised of an odd number of directors which shall be no less than three (3) persons and no more than nine (9) persons. The initial Board shall consist of three (3) directors. Following the Turnover Date, the Board shall consist of three (3) directors unless otherwise determined by a majority of the Board from time to time. Board members appointed by Developer need not be members of Association. Board members elected by the other members must be members of Association.

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

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

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

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

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the

Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the members.

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

5. **Meeting of Directors.**

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

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

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

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

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

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

5.7 **Notice of Board Meetings.** Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Notices of any meetings of the Board at which Assessments against Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. **Powers and Duties of the Board.**

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

6.1.1 **General.** Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 **Rules and Regulations.** Adopt, publish, promulgate and enforce rules and regulations governing the use of Charleston Commons by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

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

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

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

6.1.6 Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes as subject to such conditions as it determines and as provided in the declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

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

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

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

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

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

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

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

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

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

8. Officers and Their Duties.

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

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



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

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

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

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

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

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

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

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

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

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

9. Committees.

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

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

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

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

12. Amendments.

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

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

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

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

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

15. Miscellaneous.

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

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

**EXHIBIT 4**

**PERMIT**

### GENERAL CONDITIONS

Applications within the South Florida Water Management District, 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-1.8107, 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, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, 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(3), 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



Form #0941  
08/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD GENERAL PERMIT NO. 50-08227-P  
DATE ISSUED: December 10, 2007**

**PERMITEE: HOME DYNAMICS CHARLESTON COMMONS,  
LLC.  
4788 W. COMMERCIAL BLVD.  
TAMARAC, FL 33319**

**PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve an 8.9  
acre residential development known as Charleston Commons.**

**PROJECT LOCATION: PALM BEACH COUNTY, SEC 11 TWP 43S RGE 42E**

**PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative  
Code.**

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 061003-9, dated October 3, 2006. This action is taken pursuant to Rule 40E-1.803 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

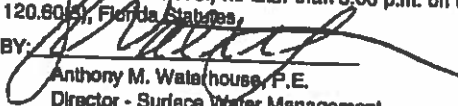
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 5).
3. the attached 13 Special Conditions (See Pages : 5 - 5 of 5) and
4. the attached 2.13 Exhibit(s)

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

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 10th day of December, 2007, in accordance with Section 120.80(5), Florida Statutes.

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

Certified mail number 7008 2780 004 3191 4039

### GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.081, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0980 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.859, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings 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 "as-built" or "record" drawings. 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, and 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

### GENERAL CONDITIONS

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-1.8105 and 40E-1.8107, 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.

**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on December 10, 2012.
2. Operation of the surface water management system shall be the responsibility of CHARLESTON COMMONS HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
1-25' W X .25' H RECTANGULAR ORIFICE with invert at elev. 13.5' NGVD 29.  
Receiving body : Haverhill Road SWM System  
Control elev : 13.5 feet NGVD 29.
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 violations do not occur 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. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
12. Minimum building floor elevation: BASIN: Site - 20.40 feet NGVD 29.
13. Minimum road crown elevation: Basin: Site - 18.50 feet NGVD 29.



**40E-4.321 Duration of Permits.**

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

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

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

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or
4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

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

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

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

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

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

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

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

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

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

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History--New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-88, 4-20-94, 10-3-95, 5-28-00, 10-1-06.*

## NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

### **Filing Instructions**

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. Filings by e-mail will not be accepted. Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24880, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

#### **Initiation of an Administrative Hearing**

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose to the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District's Governing Board takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

#### **Mediation**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

#### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

Last Date For Agency Action: 08-JAN-2008

**GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

**Project Name:** Charleston Commons  
**Permit No.:** 50-08227-P  
**Application No.:** 081003-9      **Associated File:** 071018-2 WU  
**Application Type:** Environmental Resource (New General Permit)  
**Location:** Palm Beach County, S11/T43S/R42E  
**Permittee:** Home Dynamics Charleston Commons, Llc.  
**Operating Entity:** Charleston Commons Homeowners Association  
**Project Area:** 8.9 acres  
**Project Land Use:** Residential  
**Drainage Basin:** C-17  
**Receiving Body:** NPBCID system  
**Special Drainage District:** Northern Palm Beach County Improvement District  
**Conservation Easement To District:** No  
**Sovereign Submerged Lands:** No

**PROJECT PURPOSE:**

This application is a request for an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve an 8.9 acre multi-family residential development known as Charleston Commons.

**PROJECT EVALUATION:**

**PROJECT SITE DESCRIPTION:**

The site is an 8.9 acre parcel located at the northwest corner of the intersection of Haverhill Road and Earnest Street in West Palm Beach, Palm Beach County.

The site was previously developed and contains an abandoned single-family residence and landscape nursery, and associated structures, and a small pond. The site is overgrown with various native and exotic upland vegetation and nursery trees are located in the northern half of the site. Although the site is located directly adjacent to the east of the East Central Regional Water Reclamation Facility site which contains wetlands, there are no wetlands located within or affected by the proposed project.

There are no permitted surface water management facilities within the project area.

**PROPOSED PROJECT:**

This application is a request for the construction and operation of a surface water management system to serve an 8.9 acre multi-family residential development known as Charleston Commons. The proposed surface water management system will consist of inlets, culverts, an exfiltration system and dry detention areas which will provide water quality treatment prior to discharge into the Northern Palm Beach County Improvement District (NPBCID) system. The NPBCID has granted approval for the proposed discharge into their system.

**LAND USE:**

**Construction:**

**Project:**

**Total Project**

|                   |             |       |
|-------------------|-------------|-------|
| Building Coverage | 2.70        | acres |
| Pavement          | 2.90        | acres |
| Pervious          | 3.30        | acres |
| <b>Total:</b>     | <b>8.90</b> |       |

**WATER QUANTITY:**

**Discharge Rate :**

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 13 inches

| Basin | Allow Disch<br>(cfs) | Method Of<br>Determination | Peak Disch<br>(cfs) | Peak Stage<br>(ft, NGVD 29) |
|-------|----------------------|----------------------------|---------------------|-----------------------------|
| Site  | .87                  | Discharge Formula          | .75                 | 18.72                       |

**Finished Floors :**

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 16 inches

| Basin | Peak Stage<br>( ft, NGVD 29) | Proposed Min. Finished Floors<br>( ft, NGVD 29) | FEMA Elevation<br>( ft, NGVD 29) |
|-------|------------------------------|---|----------------------------------|
| Site  | 19.48                        | 20.4  | N/A                              |

**Road Design :**

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 9 inches

| Basin | Peak Stage<br>( ft, NGVD 29) | Proposed Min. Road Crown<br>( ft, NGVD 29) |
|-------|------------------------------|--|
| Site  | 16.7                         | 18.5                                       |

**Control Elevation :**

| Basin | Area<br>(Acres) | Ctrl Elev<br>( ft, NGVD 29) | WSWT Ctrl Elev<br>( ft, NGVD 29) | Method Of<br>Determination |
|-------|-----------------|-----------------------------|----------------------------------|----------------------------|
| Site  | 8.90            | 13.5                        | 13.50                            | Surrounding Projects       |

**Receiving Body :**

| Basin | Str.# | Receiving Body            |
|-------|-------|---------------------------|
| Site  | CS-1  | Haverhill Road SWM System |

**Discharge Structures:** Note: The units for all the elevation values of structures are ( ft, NGVD 29)

**Bleeders:**

| Basin | Str# | Count | Type                | Width | Height | Length | Dia. | Invert<br>Angle | Invert Elev. |
|-------|------|-------|---------------------|-------|--------|--------|------|-----------------|--------------|
| Site  | CS-1 | 1     | Rectangular Orifice | .25'  | .29'   |        |      |                 | 13.5         |

**WATER QUALITY :**

The required water quality treatment (2.5% times percent impervious) will be provided in the proposed dry detention areas prior to discharge into the Haverhill Road SWM system.

| Basin | Treatment Method           | Vol Req'd<br>(ac-ft) | Vol<br>Prov'd |
|-------|----------------------------|----------------------|---------------|
| Site  | Treatment<br>Dry Detention | .78                  | .78           |

**CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:**

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to

Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

**RELATED CONCERNS:**

**Water Use Permit Status:**

Water Use application number 071016-2 has been submitted and is being processed for this project. This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

**CERP:**

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

**Potable Water Supplier:**

City of West Palm Beach Utilities Dept.

**Waste Water System/Supplier:**

City of West Palm Beach Utilities Dept.

**Historical/Archaeological Resources:**

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

**DCA/CZM Consistency Review:**

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

**Third Party Interest:**

No third party has contacted the District with concerns about this application.

**Enforcement:**


There has been no enforcement activity associated with this application.



**STAFF REVIEW:**

**DIVISION APPROVAL:**

**-NATURAL RESOURCE MANAGEMENT:**

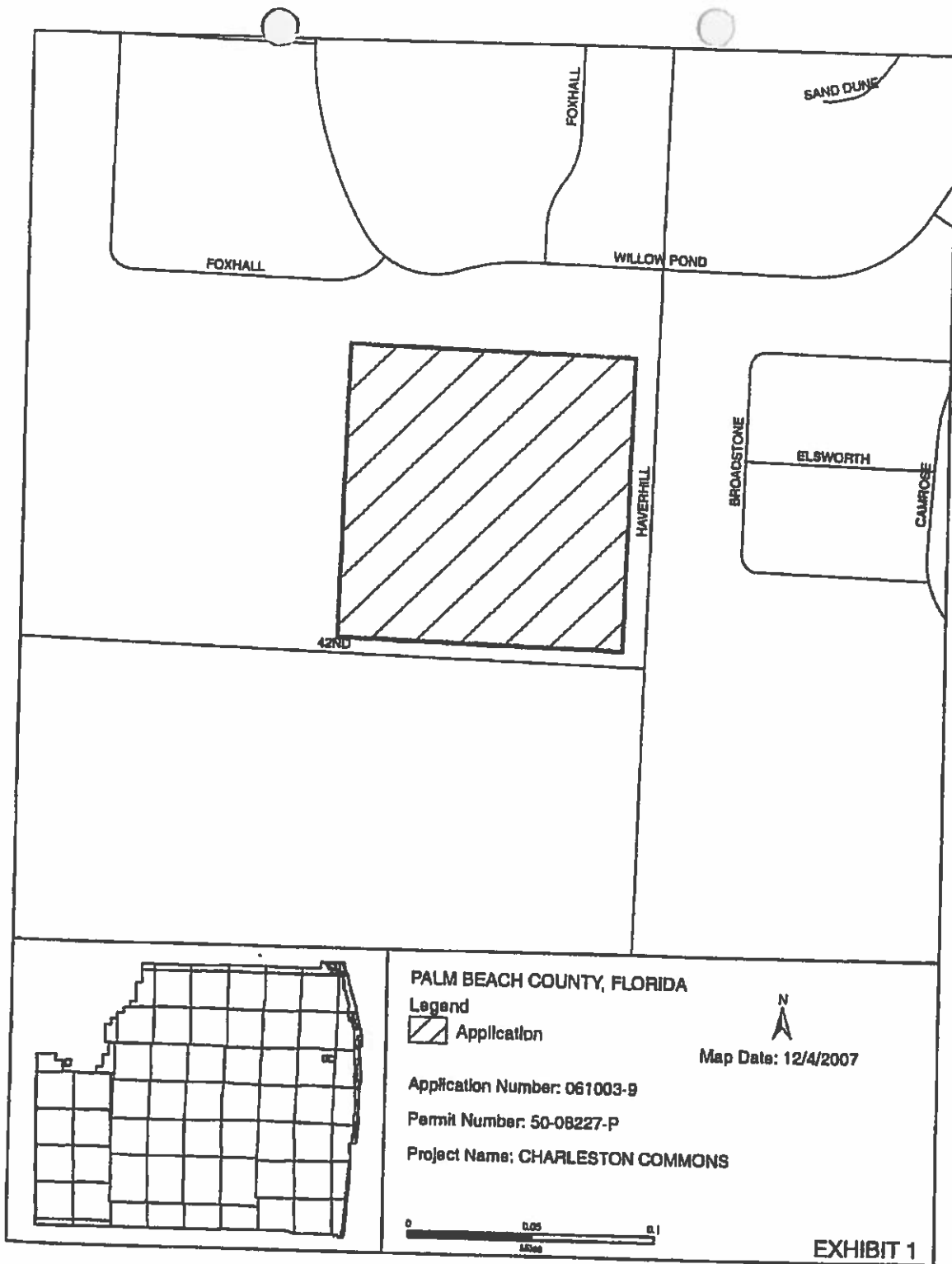
  
Barbara J. Conmy

DATE: 12/7/07

**SURFACE WATER MANAGEMENT:**

  
Carlos A. DeRojas, P.E.

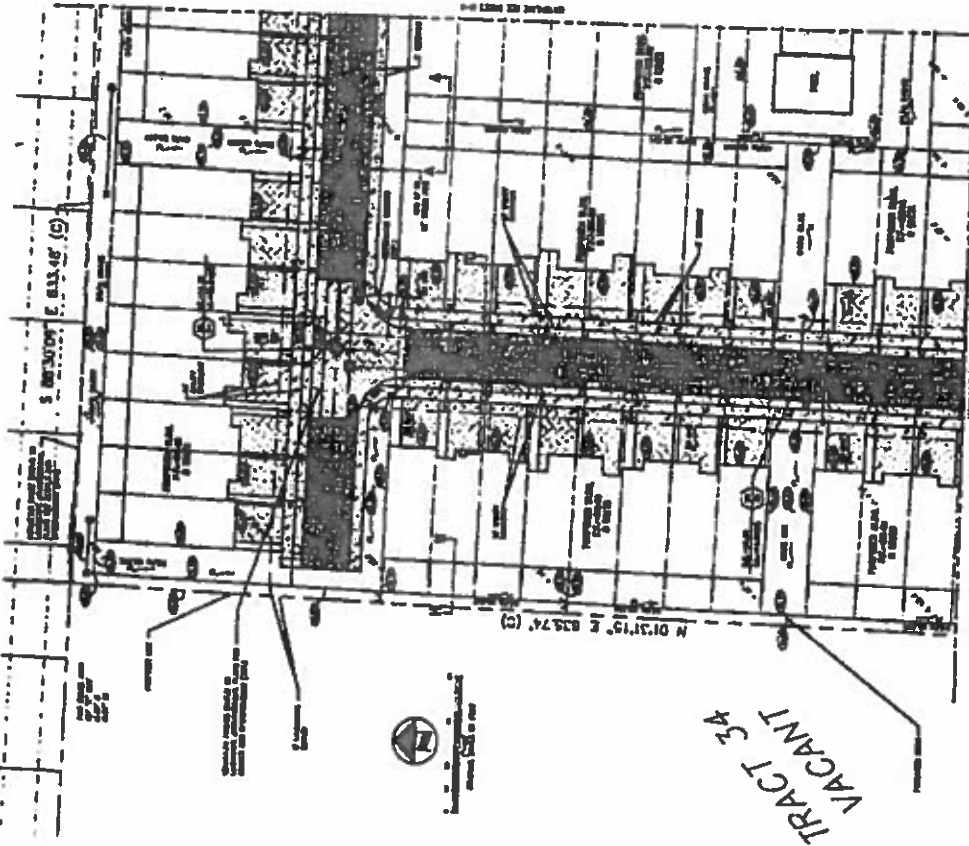
DATE: 12/7/07





KEYMAP

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
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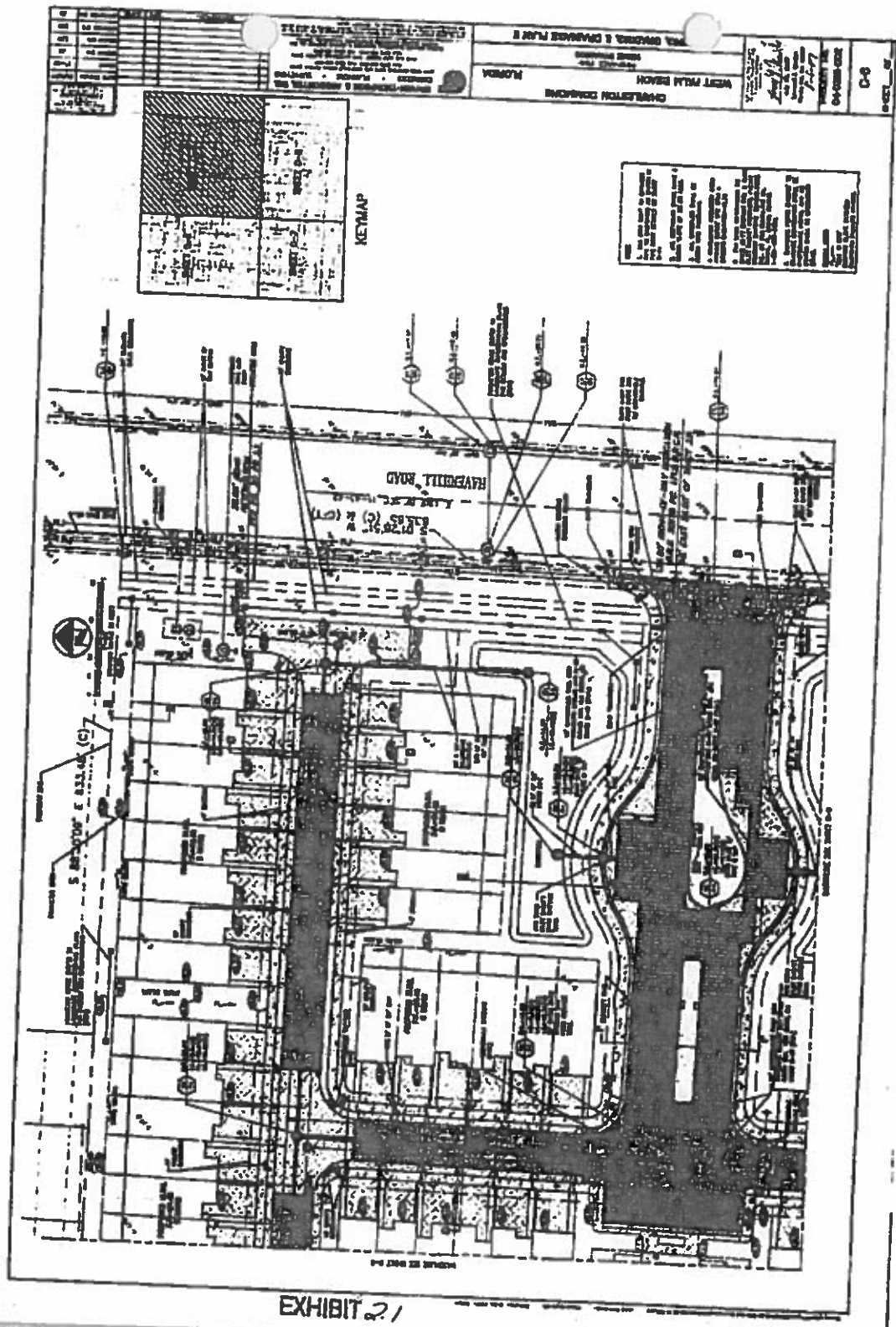


EXHIBIT 2/



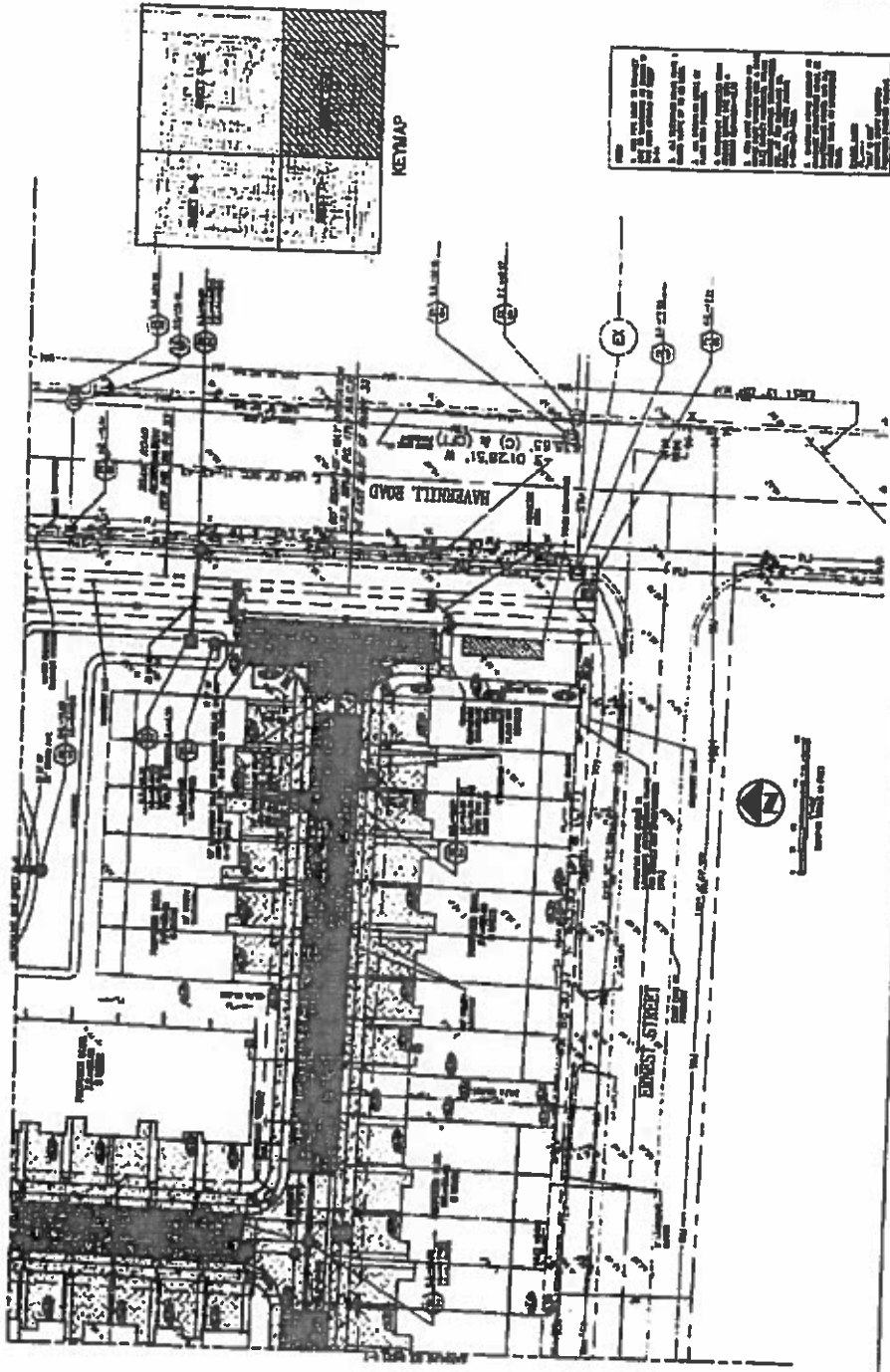


EXHIBIT 23

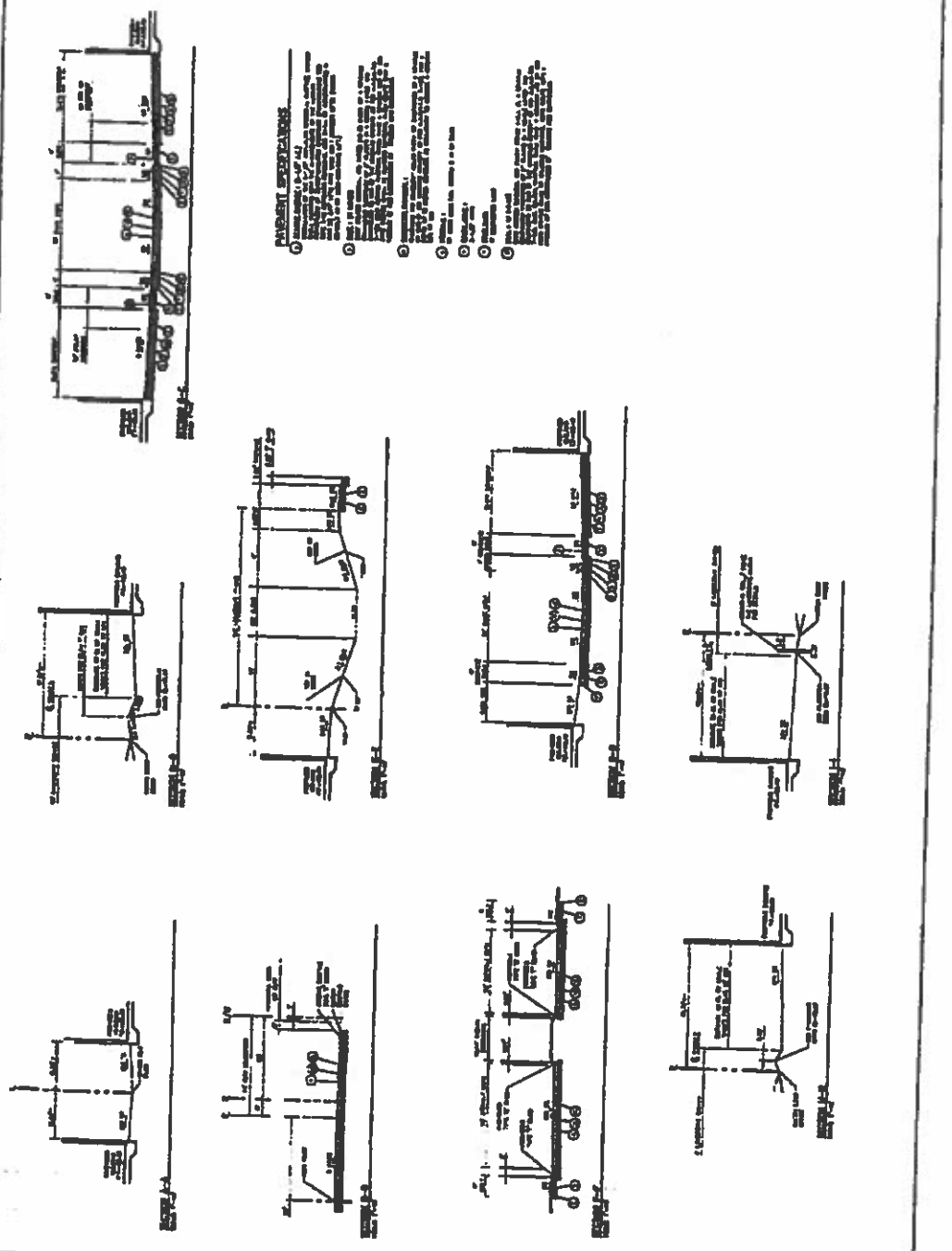


EXHIBIT 24

0-40  
 SECTION 01050  
 CITY OF WASHINGTON  
 DISTRICT OF COLUMBIA  
 FEDERAL BUREAU OF INVESTIGATION

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> |
| <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> | <p>SECTION 01050<br/>         CITY OF WASHINGTON<br/>         DISTRICT OF COLUMBIA<br/>         FEDERAL BUREAU OF INVESTIGATION</p> |

EXHIBIT 25








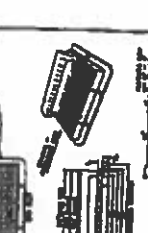





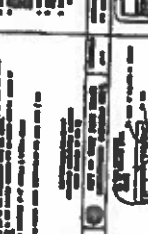





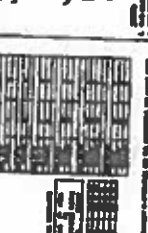







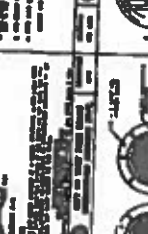
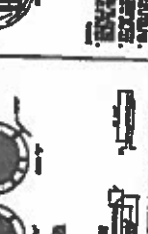










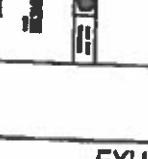
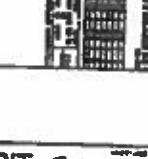
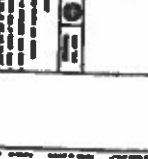
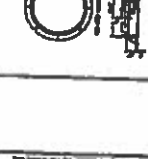
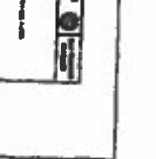
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EXHIBIT 26

DIVISION OF INVESTIGATION  
 FEDERAL BUREAU OF INVESTIGATION  
 U.S. DEPARTMENT OF JUSTICE  
 CITY OF NEW YORK  
 OFFICE OF THE ATTORNEY GENERAL  
 STATE OF NEW YORK  
 COUNTY OF NEW YORK  
 DISTRICT OF COLUMBIA  
 WASHINGTON, D.C.

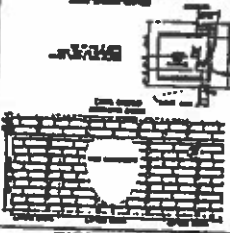
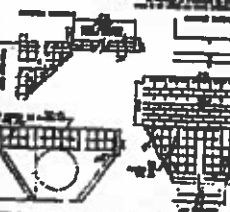
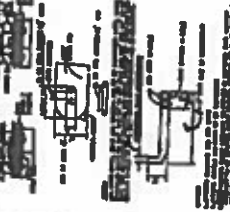
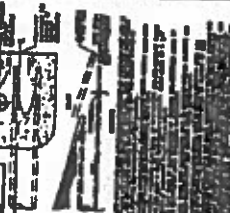

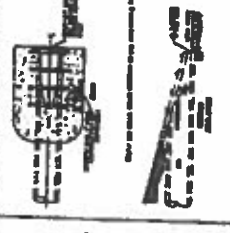
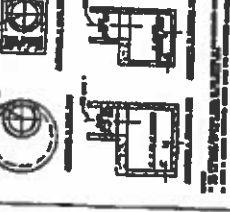

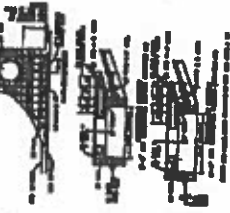
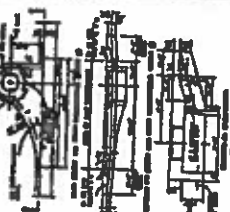

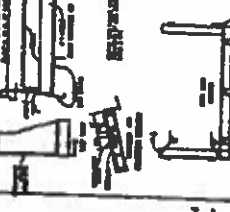
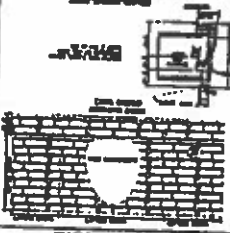
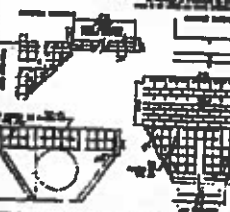
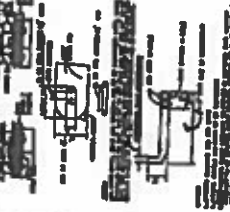
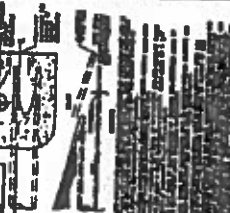

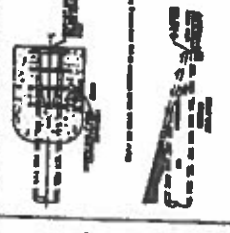
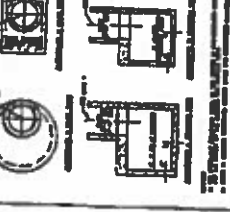

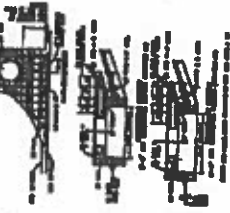
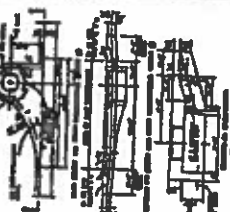

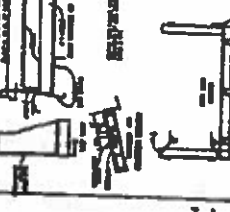
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EXHIBIT 27

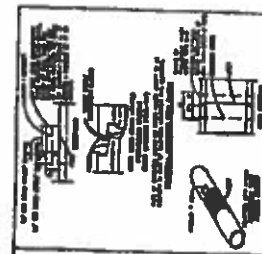
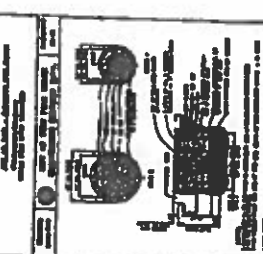
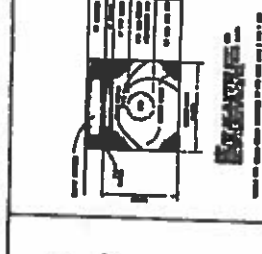
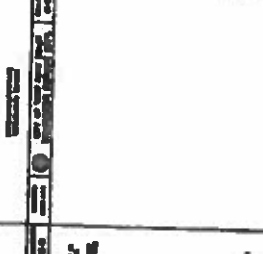
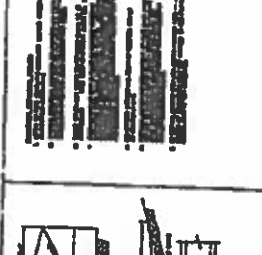

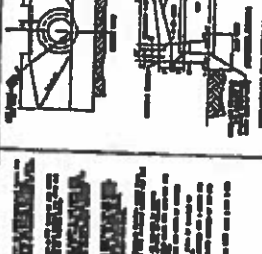

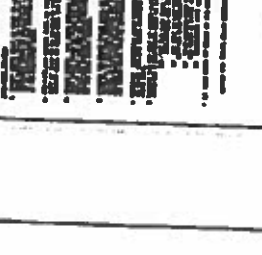
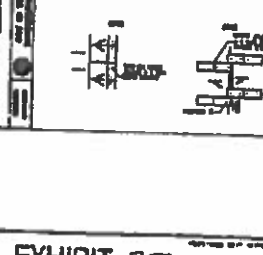


| GENERAL INFORMATION   |   | SPECIFICATIONS  |   | DRAWINGS  |   | NOTES   |   |
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EXHIBIT 28

C-8  
SECT. IV

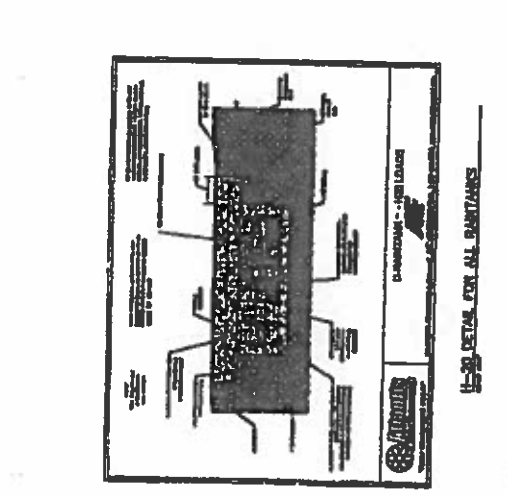
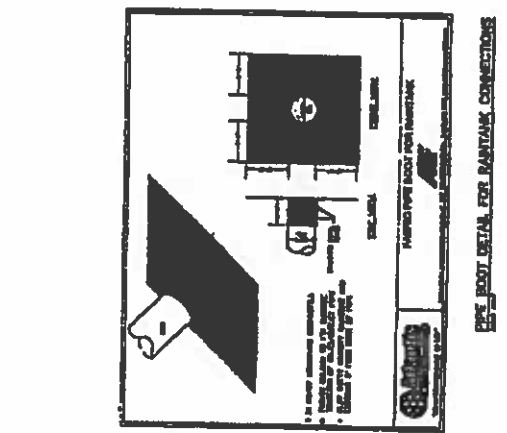
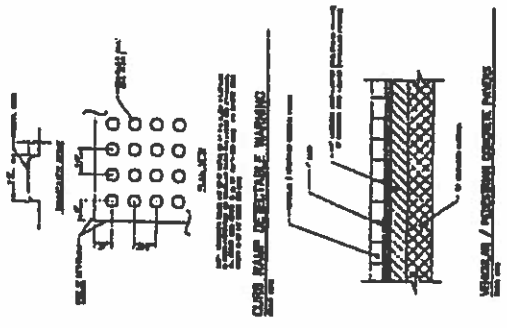
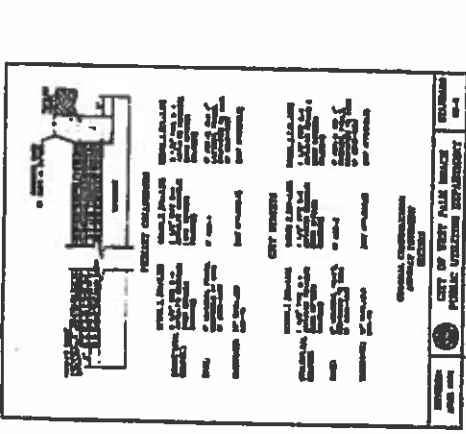
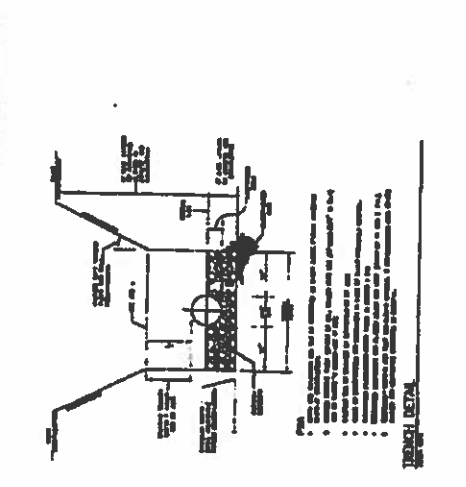
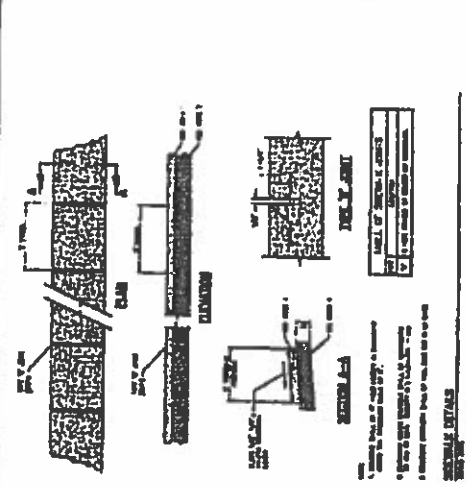
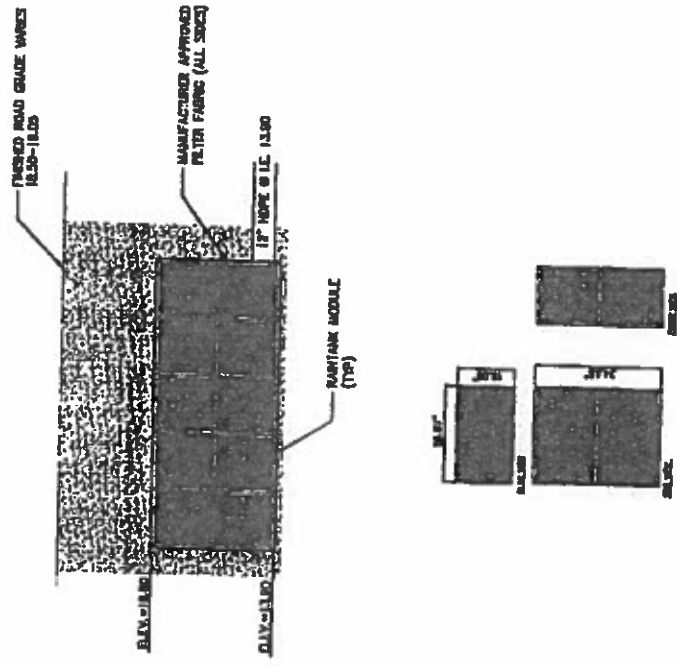


EXHIBIT 29



NOTE: USE H-20 LOADING DETAIL FOR CONSTRUCTION OF ALL SITE RAINTANKS AS SHOWN ON SHEET C-14.  
 ALL PROPOSED RAINTANKS FOR THIS PROJECT SHALL BE CAPABLE OF H-20 LOAD CAPACITY AND SHALL REQUIRE GEOGRID MATERIAL.



RAIN TANK STORMWATER DOUBLE MODULE DETENTION/INFILTRATION SYSTEM UNDER PAVEMENT

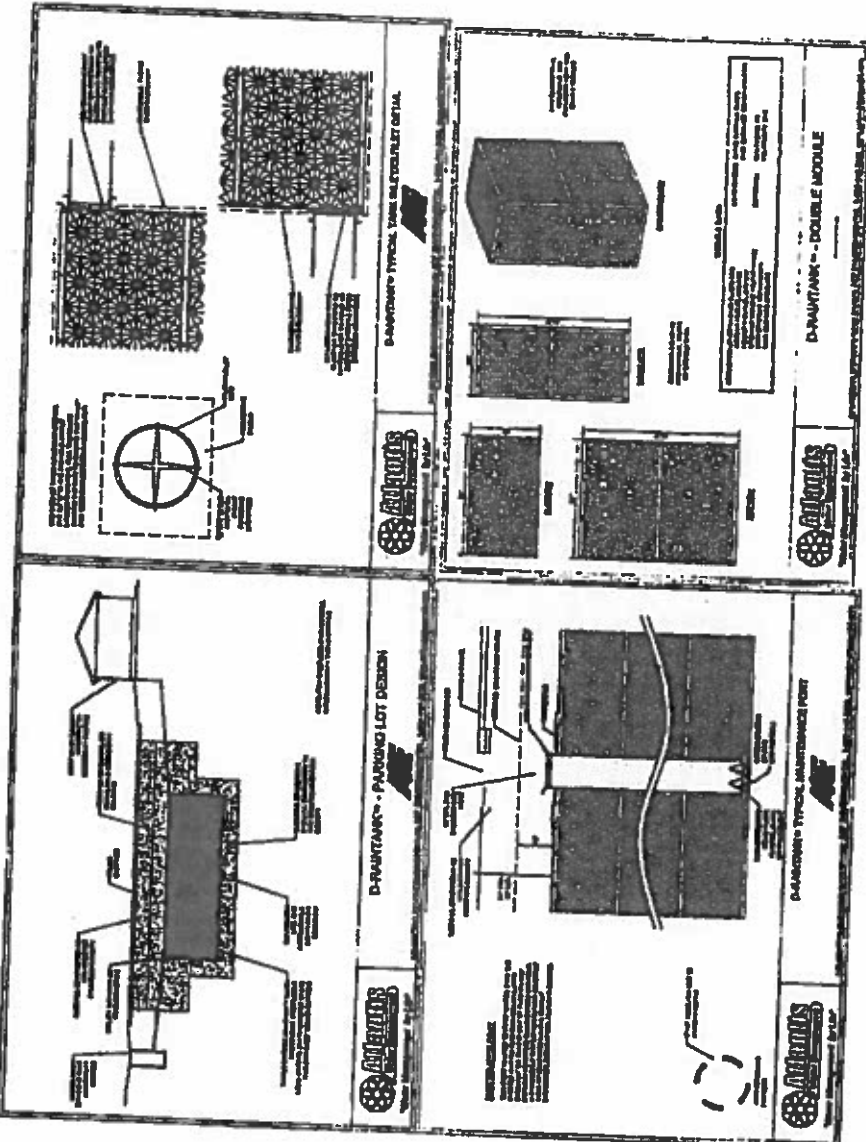


EXHIBIT 2.12

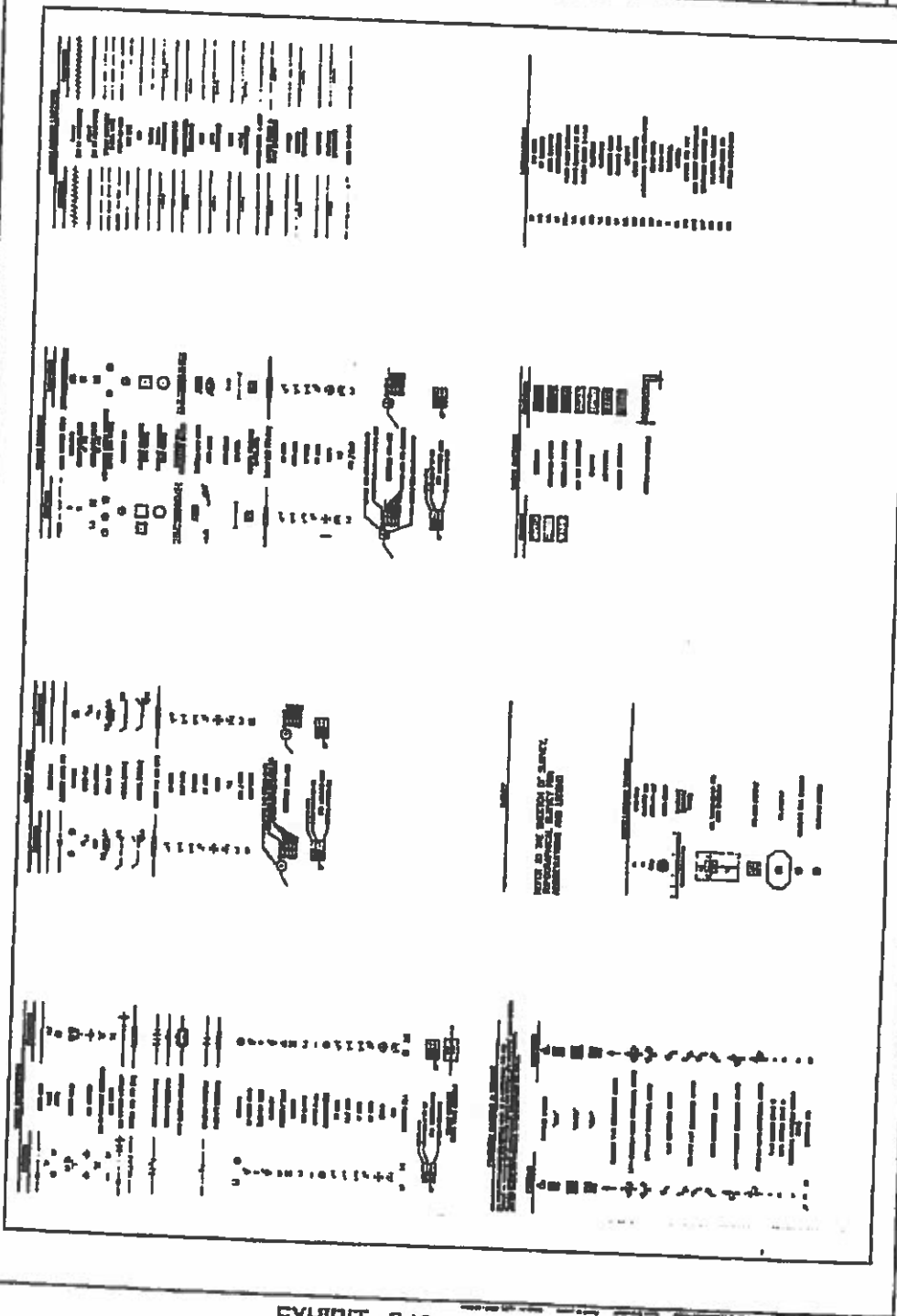


EXHIBIT 213



## STAFF REPORT DISTRIBUTION LIST

### CHARLESTON COMMONS

Application No: 081003-9

Permit No: 50-08227-P

### INTERNAL DISTRIBUTION

- X Joseph D. Santangelo - 4220
- X Trisha Stone - 4250
- X Carlos A. DeRojas, P.E. - 4220
- X Barbara J. Conmy - 4250
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 6890
- X H. Bittaker, PBCSC - 6890
- X Permit File

### EXTERNAL DISTRIBUTION

- X Permittee - Home Dynamics Charleston Commons, Llc,
- X Engr Consultant - Craven Thompson & Assoc Inc

### GOVERNMENT AGENCIES

- X City Engineer, City of West Palm Beach
- X Div of Recreation and Park - District 7 - FDEP
- X Northern Palm Beach County Improvement District
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

### OTHER INTERESTED PARTIES

- X Rosa Durando
- X Water Catchment Area Advisory Committee - Ed Daley



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Regulation Division

January 31, 2012

Ken DeLaTorre  
2135 Bellcrest Court  
Royal Palm Beach, FL 33406

**Subject: Charleston Commons  
Environmental Resource Permit Application No. 120117-14,  
Permit No. 50-08227-P  
Palm Beach County**

Dear Ken DeLaTorre:

We are in receipt of your notice to use the provisions of Section 494 of Chapter 2011-142 Laws of Florida (SB 2156) to extend the duration of the above Environmental Resource Permit (ERP) under Part IV of Chapter 373, F.S. Pursuant to those provisions, the expiration date of the permit is changed as follows:

Original Expiration Date: December 10, 2014 (Application No. 091230-2)

New Expiration Date: October 30, 2015 (Application No. 120117-14)

All dates contained in the terms and conditions of the permit pertaining to deadlines, such as for commencing or completing construction, completing any mitigation, and submitting reports for the activity authorized by the permit are modified in recognition of, and relative to, the new expiration date. You are advised that the legislation requires that, "The commencement and completion dates for any required mitigation associated with a phased construction project [is] extended such that the mitigation takes place in the same timeframe relative to the phase as originally permitted."

In accordance with the legislation, the permitted activity will continue to be governed by the rules in effect at the time the permit was issued. However, any future request to modify the permit, except where the modification lessens the environmental impact, will be governed by the rules in effect at the time of the modification.

This extension does not:

1. Otherwise change any other terms or conditions of the permit.

---

DISTRICT HEADQUARTERS: 3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • (800) 432-2045  
Mailing Address: PO BOX 24680 West Palm Beach FL, 33416-4680  
LOWER WEST COAST SERVICE CENTER: 2301 McGregor Boulevard, Fort Myers, FL 33901 • (239) 338-2929 • (888) 248-1201  
OKEECHOBEE SERVICE CENTER: 205 North Parrott Avenue, Suite 201, Okeechobee, FL 34972 • (863) 462-5260 • (800) 250-4200  
ORLANDO SERVICE CENTER: 1707 Orlando Central Parkway, Suite 200, Orlando FL 32809 • (407) 858-6100 • (800) 250-4250

Environmental Resource Permitting Division

Ken DeLaTorre  
Charleston Commons, Application No. 120117-14  
January 31, 2012  
Page 2

2. Affect the expiration date of any associated state-owned submerged lands lease or easement that was executed for the activities authorized in the permit. It also does not change any terms or conditions contained in the lease or easement, such as deadlines for submittal of any required lease fees.
3. Affect the water quality certification determination under Section 401, Public Law 92-500, 33 U.S.C. Section 1341 made as part of the permit.
4. Affect the coastal zone consistency concurrence determination made under Florida's Coastal Zone Management Program in Section 307 of the Coastal Zone Management Act and 15 CFR 930, Subpart D originally contained in the permit.
5. Affect the expiration date of any state, federal, or local permit, license, or authorization related to this permit, specifically including any federal permit under Section 404 of the Clean Water Act or Section 10 of the Rivers and Harbors Act of 1899.

If you have any questions, please call Joe Santangelo at 561.682.2656.

Sincerely,



Anita R. Bain  
Chief, Environmental Resource Permitting Bureau  
South Florida Water Management District

-/-

Enclosure

cc: Applicant/Owner

Ken DeLaTorre  
Charleston Commons, Application No. 120117-14  
January 31, 2012  
Page 3

Internal distribution (via email):  
Joe Santangelo  
Cat Riiska

Addresses:

██  
HOME DYNAMICS CHARLESTON COMMONS, L L C  
4788 W COMMERCIAL BLVD  
TAMARAC, FL 33319



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 24 DAY OF Nov 2014  
SHARON R. BOCK  
CLERK & COMPTROLLER

By Sharon Sneyd  
DEPUTY CLERK