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This Instrument Prepared by
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DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY OAKS HOMES II

THIS DECLARATION is made this 13TH day of MAY, 2014 by BR OSPREY ACQUISITION, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property described on **Exhibit "A"** attached hereto (the "Property") located in Palm Beach County, Florida;

B. Declarant intends to develop the Property as a residential community for single family dwellings. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Lots and Homes within the Property and to protect and preserve values of the Homes within the Property. This Declaration will also establish the Association which shall own, operate or maintain various portions of the Property and improvements constructed within the Property, shall have the right to enforce the provisions of this Declaration, and shall be granted various other rights and responsibilities. The expenses of the Association shall be shared by the Owners of Lots and Homes within the Property, each of whom will be members of the Association.

NOW THEREFORE, Declarant hereby declares that the Property (which includes such additions to and withdrawals from the Property as may hereafter be made pursuant to the terms of this Declaration) shall be developed in accordance with the Guidelines subject to the provisions of Article VI.X. herein and that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration, all of which are created in the best interest of the Owners of Lots and Homes within the Property, and which shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each and any person from time to time, owning or holding an interest in the Property, or any portion thereof.

ARTICLE I - DEFINITIONS

The terms used in this Declaration, and in the Articles and the Bylaws, shall have the following meanings unless the context otherwise requires:

A. **ACC** means the Architectural Control Committee established pursuant to Article VI of this of this Declaration.

B. **Articles** means the Articles of Incorporation of the Association attached hereto as **Exhibit "B"** as same may be amended from time to time.

C. **Assessment** means the amount of money which may be assessed against an Owner for: (i) the payment of the Owner's share of Common Expenses pursuant to this Declaration; (ii) the failure of an Owner of a Lot subject to Article III(B)(3) to carry out such Owner's responsibilities as to the Limited Common Areas; or (iii) any other funds which an Owner may be required to pay to the Association as provided by this Declaration, the Articles or the Bylaws.

D. **Association** means OSPREY OAKS HOMES II ASSOCIATION, INC. (the "Association") a Florida not-for-profit corporation, established pursuant to the Articles.

E. **Board** means the Board of Directors of the Association.

F. **Builder** means any entity engaged in the business of building and constructing Homes on one or more Lots within the Property as approved by the Declarant from time to time, including, without limitation, CC Osprey.

G. **Bylaws** means the Bylaws of the Association attached hereto as **Exhibit "C"**, as the same may be amended from time to time.

H. **CC Osprey** means CC Osprey Oaks, LLC, a Florida limited liability company, and its successors and/or assigns.

I. **Common Areas** means all real property, whether improved or unimproved, or any easement or interest therein: (i) which is now or hereafter owned by the Association; or (ii) which is declared to be a part of the Common Areas either by Declarant or by this Declaration; or (iii) which is any area dedicated to or reserved for the Association on any recorded plat or replat of the Property. Common Areas may include, but are not limited to, open areas, roads, berms, swales, ex-filtration systems and other components of water management systems, entrance ways, street lights, monuments and other entrance features, boundary and perimeter walls, sidewalks, conservation areas, directional and street signs, Osprey I Rec Areas and other similar properties; however, Declarant makes no representation or warranty that any or all of the foregoing types of Common Areas will be provided or shall exist within the Property. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION TO THE CONTRARY, THE DEFINITION OF

"COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS AND DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION, AND WITHOUT LIMITATION OF THE FOREGOING DELEGATE THE RESPONSIBILITY FOR ANY COMMON AREA AS TO MAINTENANCE, REPAIR OR OTHERWISE TO THE OWNER OF A LOT, TO BE AT SUCH OWNER'S COST AND EXPENSE.

J. **Common Expenses** means all costs and expenses of any kind or nature whatsoever of the Association, including but not limited to the following:

1. Costs and expenses relating, directly or indirectly, to the ownership, administration, maintenance, repair, replacement, alteration, improvement, operation, and/or insurance of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including but not limited to utilities services, taxes, assessments, insurance, administration, operation, maintenance, repairs, improvements and alterations.

2. Expenses of obtaining, repairing or replacing personal property or facilities used in connection with any Common Area or the performance of any of the Association's duties.

3. Expenses incurred in connection with the administration, operation and management of the Association.

4. Expenses and services fees for the collection of solid waste.

5. Expenses in connection with the use by Owners of certain Osprey I Common Areas, as further described in Article II.L hereof.

6. Expenses declared to be Common Expenses by the provisions of this Declaration or by the Articles or Bylaws.

K. **Common Surplus** means the excess of Assessments and all other receipts of the Association over the amount of the Common Expenses.

L. **Community Documents** means this Declaration, the Articles, the Bylaws, the rules and regulations adopted by the Association from time to time, and any other documents or instruments governing the use and operation of the Common Areas and/or administered by the Association.

M. **County** means the County of Palm Beach, Florida.

N. **Declarant** means the Person executing this Declaration, or any Person who may be assigned the rights of Declarant pursuant to a written assignment of all or some of the rights of Declarant hereunder executed by the then-present Declarant pursuant to Article XIII(E) hereof and recorded in the Public Records. In addition, in the event any Person obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or by the acceptance of a deed in lieu thereof, such Person may elect to become Declarant by a written election recorded in the Public Records and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property by written appointment recorded in the Public Records. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant. The rights of Declarant under this Declaration are independent of Declarant's rights to control the Board and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

O. **Declaration** means this Declaration of Covenants and Restrictions, as the same may hereafter be amended, supplemented and modified from time to time, including any and all exhibits appended to this Declaration and to any amendments hereof.

P. **FHA** means the Federal Housing Administration of the U.S. Department of Housing and Urban Development.

Q. **FHLMC** means the Federal Home Loan Mortgage Corporation.

R. **FNMA** means the Federal National Mortgage Association.

S. **GNMA** means the Government National Mortgage Association.

T. **Guarantee Expiration Date** is defined in Article VII(E) hereof.

U. **Guidelines** means the Single Family Home Builder Design Guidelines attached hereto as **Exhibit "D"**.

V. **Institutional Lender** means any Person holding a mortgage encumbering a Home, which Person in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which Person is not owned or controlled by the Owner of the Home encumbered. An Institutional Lender may include, but is not limited to, a federal or state-chartered bank or savings and loan association, an insurance company, a real estate or mortgage

investment trust, a pension or profit sharing plan, a mortgage company, GNMA, FNMA, FHLMC, an agency of the United States or any other governmental authority, including the VA and FHA, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

W. **Home** means a residential dwelling constructed upon a Lot. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (e.g. by casualty or remodeling) shall not affect the status of a Home, or the obligation of the Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

X. **Limited Common Area** means those Common Areas which are designated by this Declaration for the exclusive use of a certain Owner to the exclusion of other Owners, as the same are shown, identified, described and depicted on the attached **Exhibit "G"** and **Exhibit "H"** or are otherwise specified in this Declaration. The Limited Common Areas shall be for the exclusive use of the adjacent Lot Owner and maintained by such Owner as further described in this Declaration including, without limitation, Article III(B)(3). The Limited Common Areas are for the exclusive use of the Owner of the Lot which is adjacent to and contiguous with the Limited Common Area, to the exclusion of all other Owners; such Owner shall herein be referred to as the "Benefitted Owner". **Exhibit "H"** is not a survey and not drawn to scale, but is only a depiction and rendition of the Limited Common Areas and Lots and should not be considered a representation or warranty as to the size, location, configuration, or layout of the Common Areas, Limited Common Areas, Lots or Homes or that the Common Areas, Limited Common Areas, Lots and/or Homes will be configured as depicted on the **Exhibit "H"** as the Developer has the absolute right to make modifications to the plans and specifications for the Property including Lots, Homes and Common Areas.

Y. **Lot** means any parcel of land located within the Property upon which has been or is intended to be constructed by Declarant a Home to be conveyed to an Owner. Each such Lot shall include the Home constructed upon the Lot.

Z. **Majority Approval** means the affirmative vote of a majority of the members of the Association at an annual or special meeting of such members at which a quorum is present.

AA. **Multi-Family Parcel** shall have the same meaning as provided in the Osprey I Declaration.

BB. **Occupants** is defined in Article VI(S) hereof.

CC. **Osprey I Common Areas** means the "Common Areas" as defined in the Osprey I Declaration.

DD. **Osprey I Declaration** means the Declaration of Covenants and Restrictions for Osprey Oaks Homes, made the 26th day of February, 2013 and recorded on February 26, 2013 in Official Records Book 25824, Page 1576, of the Public Records, as amended, supplemented and modified from time to time.

EE. **Osprey I Home** means a "Home" as defined in the Osprey I Declaration.

FF. **Osprey I Owners** means "Owners" as defined in the Osprey I Declaration.

GG. **Osprey I Rec Areas** means the following Osprey I Common Areas: the swimming pool, pool deck, restrooms, cabana structures, clubhouse and recreational facility.

HH. **Owner** means the record owner, whether one or more persons or entities, of the fee simple title to a Home or Lot, including contract sellers (but not contract purchasers) and Declarant.

II. **Person** means an individual, corporation, partnership, trust or any other entity validly existing at law or created by statute.

JJ. **Plat** means and refers to all plats of any portion of the Property duly recorded in the Public Records, including, without limitation, those referenced in **Exhibit "A"** attached hereto and by this reference made a part hereof, together with any and all replats or subdivisions thereof.

KK. **Property** means and refers, initially, to the real property legally described in **Exhibit "A"** attached hereto and by this reference made a part hereof, all of which is made subject to this Declaration, and any additions thereto, as are now or hereafter made subject to this Declaration, less whatever portions of such property that are declared to be withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

LL. **Public Records** shall mean the Public Records of Palm Beach County, Florida, as recorded in the Clerk of the Circuit Court's office thereof.

MM. **VA** means the U.S. Department of Veterans Affairs.

ARTICLE II - ASSOCIATION

In order to provide for the administration of the Property and this Declaration, the Association has been organized under the laws of the State of Florida.

A. **Articles**. No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided in this Declaration.

B. **Bylaws**. No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided in this Declaration.

C. **Powers of the Association**. The Association shall have all of the powers indicated or incidental to those contained in the Articles, Bylaws, and the Florida Not-For-Profit Corporation Act, as from time to time may be amended, as well as Chapter 720 of the Florida Statutes. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Association.

D. **Approval or Disapproval of Matters**. Whenever the decision of the Owners is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed in accordance with the Articles and Bylaws, except as otherwise provided in this Declaration.

E. **Acts of the Association**. Unless the approval or action of the Owners or a certain specific percentage of the Board is specifically required by this Declaration, the Articles or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided in this Declaration to the contrary.

F. **Management, Solid Waste Removal, and Cable Television Contracts**. The Association shall have the right, but shall not be obligated, to contract for management, maintenance and other such services on such terms and conditions as the Board deems desirable in its sole discretion. Declarant shall have the right, but shall not be obligated, to enter into, or cause the Association to enter into, under such terms and conditions as the Declarant deems appropriate in its sole discretion, the following:

1. a contract with such entity as Declarant shall determine, to install and furnish cable television equipment and service within the Property and to every Home; and

2. a contract with such entity as Declarant shall determine to pick up solid waste, but it is acknowledged, understood and agreed that at the time of the filing of this Declaration the County is providing solid waste pick up through such providers and methods as the County may provide and the option to contract with a different entity is in the Declarant's sole discretion;

3. a contract with such entity as Declarant shall determine to provide security and/or alarm monitoring; which contracts specified in subparagraphs II(F)(1)-(3) may be for such durations, with such easements and upon such terms and conditions, as Declarant deems

appropriate. Upon expiration or termination of any such contracts after such time as Declarant is no longer entitled to appoint the majority of the directors of the Board, the Association shall have the same right, but not the obligation, to enter into cable television equipment and service contracts or solid waste removal contracts to serve the Property and every Home. In the event that Declarant procures such a security services agreement for the Association, then in such event, all maintenance and/or repairs necessary to the functioning and operation of the installed alarm system shall be the responsibility of the Home Owner and all Home Owners shall maintain their alarm system in working order at all times. Neither Declarant nor the Association shall be responsible or liable to any Home Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such system. The costs of the basic services to be provided under such bulk contracts shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Lots in this Association. The provision of premium cable services to each Home shall be determined by each individual Home Owner, as each such Home Owner determines, and the costs for such premium services shall be borne directly by such Home Owner.

G. **Membership**. All Owners shall be members of the Association. Membership as to each Lot shall be established and transferred as provided by the Articles and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home. Notwithstanding anything else to the contrary set forth in this Article or in the Articles or Bylaws, any such Person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

H. **Transfer**.

1. **Effect on Rights**. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's right to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

2. **Notices and Liability**. In the event that any Owner sells or otherwise transfers title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the

conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, such transferor shall remain liable for Assessments accruing on the Home from and after the date of conveyance. Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph II(H)(2) shall not apply to any transfers made by or to CC Osprey.

I. **Owners' Voting Rights**. The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

J. **Declarant's Rights regarding Directors.** The affairs of the Association shall be managed by the Board consisting of three (3) directors. So long as Declarant is entitled to appoint any director pursuant to this Declaration, the number of directors will be determined, and may be changed from time to time, by Declarant by written notice to the Board. After Declarant is no longer entitled to appoint any director, the number of directors may be changed by the Owners as provided in the By-Laws. Declarant shall have the right to appoint all directors until Declarant has conveyed ninety percent (90%) of all the Lots within the Property. Members of the Association other than Declarant shall be entitled to elect, in the manner provided in the By-Laws, a majority of the directors on the earlier of (i) three (3) months after the date upon which Declarant shall have conveyed at least ninety percent (90%) of all the Lots, or (ii) such other date necessary to comply with any applicable governmental requirements, or (iii) sooner at the election of Declarant. Declarant shall be entitled to appoint at least one (1) director as long as Declarant holds for sale in the ordinary course of business no less than five percent (5%) of the Lots within the Property. Declarant may waive its right to appoint one or more directors by written notice to the Association, and thereafter such directors shall be elected by the members of the Association, in the manner provided in the By-Laws. When Declarant no longer owns any Lot within the Property, all the directors shall be elected by the members of the Association in the manner provided in the Bylaws.

K. **Dissolution of the Association.** In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the circuit court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event of dissolution of Association, the Property and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Property which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

L. **Use of Certain Osprey I Common Areas. As provided in the Osprey I Declaration,** all (a) Owners, Occupants, resident of any Home, and their guests and invitees, (b) Osprey I Owners, residents of an Osprey I Home, and their tenants, guests and invitees, and (c) residents of the Multi-Family Parcel shall have the right to the use of each of the Osprey I Rec Areas, but only if any such Osprey I Rec Area is at the time in existence, and to the use of other Osprey I Common Areas to the extent necessary or convenient for access to and from any of the foregoing including without limitation: entrance ways, boundary and perimeter walks, sidewalks, roads and the like. As provided in the Osprey I Declaration, Owners shall be responsible for eight and 89/100 percent (8.89%) share of the monthly expense of the following: (1) the maintenance, repairs and/or replacement of all such Osprey I Rec Areas (to the extent not covered by insurance); and (2) the cost of insurance (or any portion thereof) relating to such Osprey I Rec Areas. Owners, all residents of Homes, their, guests and invitees shall be required to comply with all rules and regulations of the Osprey Oaks Homes Association, Inc. relating to such Osprey I Common Areas. The Owners shall not be obligated to pay any portion of the expense of constructing any Osprey I Rec Area or for the reconstruction of any Osprey I Rec Area (to the extent not covered by insurance), except upon the affirmative vote of a majority in interest of the Owners; provided, however, that any new or reconstructed Osprey I Rec Area shall be included in the Osprey I Rec Areas, the use of which is granted hereunder to Owners, residents of Homes, and the guests and invitees of each of the foregoing, all as provided in the Osprey I Declaration

ARTICLE III - MAINTENANCE BY ASSOCIATION AND OWNERS.

A. **By Association.**

1. **Common Areas and Other Property**. Except as otherwise provided in this Declaration, the Association shall maintain in good condition, at all times, all Common Areas and improvements situated thereon or upon any other real property owned or leased by the Association including, without limitation, any easement or other real property which the Association is obligated to maintain. If, pursuant to any easement or other instrument to which the Association is or hereafter becomes a party, or pursuant to any obligation of the Association set forth in this Declaration, the Association is to maintain any real property or improvements not within the Property, the Association shall maintain the same in good condition at all times. The Association shall also have the right to assume the obligation to operate or maintain any other real property which is not owned by the Association if the Board, in its sole discretion, determines that the operation or maintenance of such real property by the Association would be in the best interests of the Owners. Such assumption by the Association of the obligation to operate or maintain any real property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the Public Records and may be made in connection with an agreement with any Owner, the Declarant, or any governmental or quasi-governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document, the operation or maintenance of any such real property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, Owner or any governmental authority, to share in

the maintenance responsibility of any real property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Owner or any resident of any Home, or their guests or invitees, damages any Common Areas, other real property maintained by the Association, or any improvement thereon, the Owner of such Home shall be liable to the Association for the cost incurred to repair, restore or replace such Common Area or improvement to the extent not covered by the Association's insurance.

2. **Common Utilities**. The Association shall have the right, but not the obligation to maintain any utilities which serve more than one Home, including but not limited to the irrigation system.

B. **By the Owner**.

1. **Maintenance of Lots**. Each Owner, at his cost, shall maintain his Home and Lot, including, without limitation, all lighting, address tiles, patio areas, screenings, outdoor furniture, permitted awnings, any pool or spa maintenance, driveways and walkways providing access to a Home, landscaping, and sprinkler systems in a neat, orderly and attractive manner consistent with the general appearance of the Property as a whole and otherwise in accordance with the Community Documents. Each Owner shall be responsible for any repairs or replacements of pool equipment, including but not limited to any leaks or motor or pump malfunctions within their own Lot.

2. **Maintenance and Repair Necessitated by Negligence of Owners**. An Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Owner or his guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association.

3. **Limited Common Area Maintenance.** Anything in this Declaration to the contrary notwithstanding, the Benefitted Owners of the Lots identified, described and depicted on **Exhibit "G"** and **Exhibit "H"** attached hereto, shall be responsible to maintain and repair the Limited Common Area contiguous and adjacent to such Benefitted Owner's Lot as likewise identified, described and depicted on **Exhibit "G"** and **Exhibit "H"** attached hereto. Each Benefitted Owner shall maintain in good condition and repair, at all times and at such Benefitted Owner's sole cost and expense, such portion of the Limited Common Area contiguous and adjacent to such Benefitted Owner's Lot as identified, described and depicted on **Exhibit "G"** and **Exhibit "H"**. Benefitted Owners may not erect any buildings, improvements and/or structures upon the Limited Common Area and the obligation to maintain the Limited Common Areas shall not and does not give such Benefitted Owners any additional rights or interests whatsoever in or to the Limited Common Area except as specifically set forth in this Declaration. By acceptance of a deed to a Home, each Owner acknowledges, understands and agrees that the Limited Common Area remains a Common Area. To the extent the Association does not choose to insure any Limited Common Area, the applicable Benefited Owner shall be required to insure the applicable adjacent Limited Common Area and shall name the Association as an additional

insured and loss payee and provide the Association with a certificate of insurance. If a Benefitted Owner fails to comply with and carry out the obligations set forth in this Article III(B)(3) including, without limitation, the failure to maintain the Limited Common Area in good condition and in compliance with the standards set forth in this Declaration or otherwise by the Association, then the Association shall have the right to proceed as further described in this Declaration, including but not limited to Article III(B)(4), Article VII and Article VIII.

4. Right of Entry. In addition to such other remedies as may be available to Declarant under this Declaration and/or applicable law, in the event that an Owner fails to perform the maintenance required under this Article, the Association shall have the right, but not the obligation, to perform such duties. Each Owner grants Association an easement over his/her/its Home for the purpose of insuring compliance with the requirements of this Declaration. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay an additional administrative charge as established from time to time by the Board, all such sums being payable upon demand and to be secured by the lien provided for in Article VII and Article VIII hereof. Association shall have the right to enforce the maintenance standards in this Declaration by all necessary legal action, and in the event Association is the prevailing party with respect to such litigation, it shall be entitled to recover all of its attorneys' fees, paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

ARTICLE IV - COMMON AREAS; GENERAL DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

A. Conveyance of Common Areas to Association.

1. By Declarant. Declarant shall have the right to convey title to any real or personal property owned by Declarant, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. The conveyance shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts arising or accruing after such conveyance relating to the ownership, operating, maintenance and administration of the conveyed portions of the Common Areas and other obligations relating to the Common Areas imposed in this Declaration. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. THE ASSOCIATION AGREES TO ACCEPT THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO IN "AS IS, WHERE IS" CONDITION. Any such conveyance of Common Areas to the Association by Declarant shall be effective upon recording the deed or instrument of conveyance in the Public Records. Fee simple title to the Common Areas shall be

transferred by Declarant on or before the date Declarant is no longer entitled to elect one or more directors. It is acknowledged, understood and agreed that certain portions of the Common Area are owned by the Association as a result of the dedication of the Plat and in the event any additional instrument independent of the Plat is necessary to confirm such fee simple ownership, the Declarant and Association shall execute and record same. Each deed of the Common Areas shall be subject to the following provisions:

a. perpetual non-exclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

b. matters reflected in the Plat, if any;

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

d. all restrictions, reservations, agreements, easements, covenants and other matters of record; and

e. in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or that the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas.

2. **By Any Other Person**. Any other Person may also convey title to any real property owned by such Person, or any easement or interest therein, to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such real property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records.

B. **Use and Benefit by Owners and Occupants**. All Common Areas shall be held by the Association for the use and benefit of the Association and the Owners and residents of the Property, and their respective guests and invitees, the Institutional Lenders and any other Persons authorized to use the Common Areas, or any portion thereof, by Declarant or the Association for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the following: (i) the reservations and restrictions associated with Limited Common Areas provided for in this Declaration; and (ii) the proposition that neither the Declaration, the Association nor any other person shall unreasonably restrict the Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Areas. Common Areas shall further be governed by the following:

1. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of the Community Documents, any site plan of the Property, Plat or other recorded instrument;

2. Subject to the provisions of applicable law, the right of the Association to suspend an Owner's or Occupant's right to use the Common Areas for (i) any period during which any Assessment against the Lot owned by such Member remains unpaid for more than thirty (30) days and (ii) a period not to exceed sixty (60) days for any infraction of the Community Documents;

3. The right of the Association to adopt at any time and from time to time and enforce the rules and regulations governing the use of the Common Areas, together with the right to fine Owners as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

4. The right of the Association, acting by and through the Board, to grant easements, licenses and other rights of use of the Common Areas to Persons who are not Owners for such consideration, if any, and on such terms and conditions, as the Board may from time to time consider appropriate;

5. The right of Declarant and the Association to have, grant, use, modify, relocate and/or terminate general (blanket) and specific easements over, under and through the Common Areas;

6. The right of the Declarant or the Association to dedicate or convey portions of the Common Areas to any special taxing district, to any public or quasi-public agency, to a community development district and/or to any other entity having similar functions under such terms as the Association deems appropriate;

7. The right of the Association, in accordance with the Community Documents, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and, in support thereof, to mortgage any portion(s) of the Common Areas;

8. The right of the Association to take such steps as reasonably are necessary to protect the Common Areas against mortgage default and foreclosure, provided that such steps are consistent with the provisions of the Community Documents; and

9. The terms, provisions and restrictions of this Declaration, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the Common Areas or contained in the deed or instrument conveying the Common Areas to the Association, and to any rules and regulations duly adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Lot.

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTY, GENERALLY, ALL PERSONS ARE REFERRED TO SUBPARAGRAPHS XIII(L)-(M) AND ARTICLE XV, WHICH SHALL AT ALL TIMES APPLY THERETO.

C. **Use and Benefit by Declarant**. The Declarant and the Declarant's agents, employees, tenants, guests and invitees shall also have the right to use the Common Areas and such other portions of the Property for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Common Areas or any improvements or facilities located on or serving Lots owned by Declarant. Declarant and its affiliates or designees may also elect to use, without charge, the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant and its affiliates, and their respective successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Declarant shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

D. **Additions, Alterations or Improvements to Common Areas**. The Association shall have the right to make additions, alterations or improvements to the Common Areas and to purchase any furniture, equipment, tools, supplies, appliances and other personal property, as it deems necessary or desirable from time to time; provided, however, that Majority Approval shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to twice the aggregate monthly Assessments then payable by all the Owners, or if the cost of all such additions, alterations, improvements and purchases of personal property shall in any fiscal year exceed in the aggregate a sum equal to four (4) times the aggregate monthly Assessments then payable by all of the Owners. The foregoing approval shall not be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated with existing Common Areas. The cost and expense of any such additions, alterations or improvements to the Common Areas, and the purchase of any personal property, shall be a

Common Expense. Notwithstanding the foregoing, so long as Declarant owns any portion of the Property, Declarant shall have the right, at its expense, to make any additions, alterations or improvements to the Common Areas as Declarant may, in its sole discretion, desire from time to time, without the consent or approval of any other Person.

E. Utilities. The Association shall pay the cost for provision of all utilities services for the Common Areas or for any other real or personal property to be maintained or operated by the Association, as a Common Expense.

F. Taxes. The Association shall pay all real and personal property taxes and municipal assessments for the Common Areas or for any real property owned by Association, as a Common Expense.

G. Insurance. The Association shall purchase insurance as a Common Expense, to the Common Areas as provided in Article XII below, including the Limited Common Area. To the extent the Association's insurance policy does not cover any Limited Common Areas, the applicable Benefitted Owner must insure the applicable adjacent Limited Common Area independently at the Benefited Owner's sole cost and expense.

H. Default; Rights of Institutional Lenders. Any Institutional Lender may pay for any utilities, taxes or municipal assessments on or with respect to the Common Areas or insurance premiums to be paid by the Association which are not paid by the Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the Association, plus interest and any costs of collection, including attorneys' fees.

I. Damage or Destruction.

1. In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless a different plan receives Majority Approval.

2. Each Owner shall be liable to the Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of such Owner or its Occupants. Notwithstanding the foregoing, the Association reserves the right to charge such Owner a special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Owner or its Occupants. In the case of joint ownership of a Lot, the liability of such Owner shall be joint and several. The cost of correcting such damage shall be a special Assessment against the Owner and may be collected as provided herein for the collection of Assessments.

3. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special Assessment for any such expense.

J. **Damage or Destruction to Lots and Homes**. If the damage or destruction shall be limited only to Lot(s) or Home(s) for which the responsibility of maintenance and repair is that of the affected Owner(s), then such Owner(s) shall be responsible for, and shall be obligated to, repair or reconstruct such Lot(s) and Home(s). In no event shall the Declarant or the Association be responsible for, or obligated to repair, reconstruct or replace, any Lot, Home or other property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith.

K. **Mortgage and Sale of Common Areas**.

1. Except as otherwise specifically stated herein, the Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned by the Association without Majority Approval and approval of a majority of the Institutional Lenders.

2. If ingress or egress to any Lot is through any Common Areas, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner of each such Lot unless reasonable alternative ingress and egress is provided to the Owner.

L. **Specific Maintenance Responsibilities**. In addition to the foregoing, the Association, at its cost, shall be specifically responsible for the maintenance of the following portions of the Property, and the Association is hereby granted any and all such easements over those portions of the Property as shall be necessary, appropriate or proper to enable the Association to adequately perform such maintenance:

1. **Sidewalks, Service Walks and Driveways**. The Association shall maintain the common sidewalks within the Common Areas.

2. **Mailboxes**. The mailboxes which are located at a central location, or at various locations, and not on each home, shall be maintained, repaired and replaced by the Association.

3. **Irrigation.** The Association shall maintain and be responsible for all irrigation systems on the Property within the Common Areas only.

ARTICLE V - EASEMENTS

Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

A. **Easements for Pedestrian and Vehicular Traffic**. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners and the residents of the Property, and their guests and invitees, and the Institutional Lenders.

B. **Perpetual Nonexclusive Easement in Common Areas**. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all Owners and residents of the Property from time to time, and their guests and invitees, and Institutional Lenders for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

C. **Service and Utility Easements**. Easements in favor of governmental and quasi-governmental authorities (including but not limited to fire, police, health and sanitation, park maintenance and other public service personnel and vehicles), utilities companies (including but not limited to the providers of electric, telephone, telecommunications, water, sewer, drainage and similar services), cable television and communications companies, security/surveillance system companies, ambulance or emergency vehicle companies and mail carrier and courier services and each of their respective successors and assigns (i) over and across all roads existing from time to time within the Property, and (ii) over, under, upon and across the Common Areas, all as may be reasonably required to permit the foregoing providers, and their agents and employees, to undertake their respective authorized services to and for the Property and the Owners, provided that easements in favor of cable television and communication companies and security/surveillance system companies shall be only as granted in writing by the Association. Also, such easements are granted over, under, upon and across those portions of the Property as may be required for the installation, maintenance, repair and provision of utilities services, equipment and fixtures in order to adequately serve the Property or any Lot, including but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security; provided, however that easements which serve more than one Lot or the Common Areas shall, to the extent feasible, only exist under the Common Areas, and shall only be for utility services actually constructed or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Home to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easements reserved in this Declaration; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Home shall be made with reasonable notice to the Owner.

D. **Service and Maintenance Easement**. An easement in favor of Owner shall exist into the contiguous Lot or Common Area, as the case may be, for the purpose of servicing and

maintaining the Home. The Owner shall not be liable for any damage or destruction to any landscaping within any such easement area which is caused in connection with the reasonable maintenance of his Home.

E. **Encroachments**. If any portion of the Common Areas or any improvement within the Common Areas encroaches upon any Lot, if any Home encroaches upon any adjoining Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements (or any portion thereof or any Home after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Home or the Common Areas, and such encroachment is unintentional and non-negligent, then, in any such event, a valid easement shall exist for such encroachment and/or the maintenance, repair and/or replacement of the same so long as the improvements shall stand.

F. **Maintenance of Lots and Exterior of Homes.** The Association and its employees, agents, and contractors shall have a general purpose easement to enter a Lot and access the exterior and interior of a Home, and the roof and common utilities systems to perform such maintenance as the Association may deem necessary.

G. **Additional Easements**. Declarant (so long as it owns any Lots) and the Association, on its own behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under or across the Common Areas in favor of the Owners and residents of the Property and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association or the Owners and residents of the Property, and their guests and invitees, or in favor of any Person, public, or quasi-public authority or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Lots for dwelling purposes, no joinder of any Owner or Institutional Lender shall be required, or if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant or the Association as their attorney-in-fact for the foregoing purposes.

H. **Entry**. A representative of the Association may enter a Lot at reasonable hours upon reasonable notice to an Owner. If there is an emergency, as determined at the sole discretion of the Association, the representative may enter a Lot without notice and at any time.

I. **Developer's Easement**. Declarant (for so long as it owns any property included within the Property described herein or later added or annexed thereto) grants, declares and

reserves an additional easement over, upon, under or across the Property in favor of Declarant, any Builder or any other person, entity, public or quasi-public authority or utility company to complete construction of the Property as a residential community.

ARTICLE VI - USE RESTRICTIONS

A. Garages. Garages shall at all times be maintained so they accommodate two (2) passenger automobiles and shall otherwise be maintained to comply with the applicable parking requirements of the controlling governmental authority that has jurisdiction over applicable portions of the Property. No garage shall be remodeled or permanently enclosed, and neither the entire garage space nor any portion of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

B. Outside Storage of Personal Property. The personal property of any Owner shall be kept inside the Owner's Home, except for tasteful patio furniture and other similar personal property commonly kept outside.

C. Portable Buildings. No portable, temporary or accessory buildings or structures, or tents, shall be erected, constructed or placed thereon upon any Lot for storage or otherwise, without the prior written consent of the Association except those erected, constructed or placed by Declarant.

D. Solid Waste. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Home except as permitted by the Association. Solid waste removal for each Lot shall be provided by the County. Solid waste removal may be curb-side or at a common point, as the County may, in its sole and absolute discretion from time to time determine. The Owners shall comply with all rules and regulations promulgated by the County in connection with solid waste removal. In the event an Owner does not comply with the rules and regulations regarding solid waste removal and thereby causes additional expenses to the Association, such additional expenses may be assessed against the Owner and his Lot.

E. Parking and Other Vehicle Restrictions. Except for vehicles parked in garages or in designated parking spaces, there shall be no parking on any Lot or Common Area. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from, or while used in connection with providing services to, the Property.

All vehicles parked on the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain on the Property for more than 24 hours. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. No repair or maintenance of any vehicle shall be conducted on the Property, except that routine maintenance may be conducted within garages on the Lots as long as it does not create an unreasonable annoyance to the Owners.

Any vehicles violating the provisions of this subparagraph VI(E) may, at the discretion of the Board, be removed from the Property and the person who owns said vehicle shall be charged with the cost of such removal. In addition, any Owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any Occupant of such Owner. Such Owner is also subject to a fine being levied and assessed against him by the Board. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such removal.

EACH OWNER ACKNOWLEDGES AND AGREES THAT A PORTION OF THE DRIVEWAYS MAY BE LOCATED BELOW THE FEDERAL FLOOD PLAIN. IN THE EVENT OF FLOODING, ANY AUTOMOBILE AND/OR PERSONAL PROPERTY STORED THEREIN IS SUSCEPTIBLE TO WATER DAMAGE. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A HOME, EACH OWNER, FOR SUCH OWNER AND THE OWNER'S OCCUPANTS, HEREBY EXPRESSLY ASSUMES ANY RESPONSIBILITY FOR LOSS, DAMAGE OR LIABILITY RESULTING THEREFROM.

F. **Pets**. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the Property. Up to three (3) common household domestic pets may be kept within a Home subject to such reasonable rules and regulations as may be adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the Association's access to the rear yard for the purpose of discharging its rights and obligations under this Declaration shall, upon three (3) days written notice from the Board, be permanently removed from the Property. All pets must be carried or kept on a leash when outside of a Home and no pet shall be allowed outside of a Home unless accompanied by a person. Owners shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the Home in which such Owner resides. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this subparagraph VI(F). Notwithstanding anything herein to the contrary, under no circumstances shall any pit bull or similar species reside in or be kept within any portion of the Property. Domestic pets may remain at a Home despite any amendments to these provisions or enactment of any rules and regulations to the contrary until their death but may not be replaced.

G. **Air Conditioning Units; Tanks**. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All air conditioning units shall either be kept underground or placed in fenced or enclosed areas of the rear or side yard of the Lot, or in landscaped areas approved by the Association, so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent Lot.

H. **Generators**. During times of power outages, Owners may use generators as back-up electrical sources. Such generators must have sound attenuation buffers. Generators may be tested on business days between 9:00 a.m. and 5:00 p.m. and after a hurricane warning has been issued by the National Weather Service for the Property. No permanent generator may be installed without ACC approval and approval from all governmental authorities having jurisdiction.

I. **Hurricane Shutters**. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

J. **Extended Vacations and Absences**. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home including, without limitation, installing or closing hurricane shutters prior to the arrival of a hurricane, tropical storm or other severe weather condition.

K. **Clotheslines and Outside Clothes Drying**. No clothesline or clothes pole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, and provided that all areas approved for clothes-drying shall be screened from view from adjoining Lots, streets, roadways, Common Areas and other adjoining property and shall otherwise comply with all applicable State and local laws, ordinances, rules and regulations.

L. **Nuisances**. No nuisances shall be permitted within the Property, and no use or practice which is or may become an annoyance, nuisance or be detrimental to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. No waste will be committed upon the Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO SUBPARAGRAPH XIII(K) HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

M. **Outside Antennas; Cable Television Signals and Service**. Subject to federal guidelines, unless approved by the Board, no outside signal receiving or sending antennas, dishes

or apparatus are permitted. No private reception device shall be placed on any Lot or within any Home to receive television signals and no Owner shall receive cable television signals or service on his Lot from any company or source other than a cable television company permitted by the Association to provide cable television service to the property and the individual lots. Notwithstanding the foregoing, Direct TV or a satellite dish of no larger than twenty-four inches (24") in diameter for similar use shall be permitted.

N. **Boats**. No boats may be kept or stored on the Property.

O. **Enclosures**. The height of any screened-in or otherwise enclosed porches, patios or other enclosed structures originally constructed by Declarant shall not be increased without the written approval of the Association, and without such approval, no such enclosures shall be constructed by anyone other than Declarant.

P. **Signs**. No signs, except as approved by the ACC, shall be placed, erected or displayed on any Lot or other area within the Property except that the exclusive sales agent for the Declarant or a Builder may place a professional sign advertising a Home or Lot for sale.

Q. **Business**. No trade, business or any commercial use shall be conducted in or from any Lot or Home. No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board. Garage and yard sales are not permissible unless sponsored by the Association.

R. **Unlawful Use**. No improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

S. **Occupants**. Each Lot is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, licensees, immediate families, guests and invitees (collectively, "Occupants"). Temporary uses by Declarant and Builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until the permanent cessation of such uses takes place.

T. **Use**. No person shall use the Lot or any parts thereof in any manner contrary to this Declaration.

U. **Interference**. Neither the Association, ACC nor any Owner, including their guests, employees and guests, shall interfere with the Declarant's completion and sale of the Lots and Homes. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS (INCLUDING SIGNS IN OR ON VEHICLES) OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED

AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND THE RESIDENTIAL ATMOSPHERE OF THE PROPERTY. Without limiting the foregoing, each Owner, by acceptance of a deed to a Home, agrees that picketing and posting negative signs, including signs in or on vehicles, is strictly prohibited. No Owner shall interfere with or otherwise inhibit or limit any of the Common Areas by erecting, placing or otherwise establishing any improvement of any type or nature within same, included but not limited to a fence, wall or landscaping, that would otherwise diminish the use of such Common Areas in any manner. No Owner shall in any manner draw or utilize the water contained in any water feature, drainage or other standing water which forms a part of the Common Areas or as otherwise utilized for surface drainage of the Property.

V. **Fences.** No fence, or other improvement, shall be erected upon a Lot which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Property, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association.

W. **Architectural Control for Exterior Changes.**

1. **Owner to Obtain Approval**. No Owner shall make, install, place, or remove any building, fence, wall, patio area, spa, swimming pool, landscaping, driveway, walkway or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot, or the exterior of the Owner's Home, unless the Owner first obtains the written approval of the ACC to same, except that such approval shall not be required for any maintenance or repair which is such Owner's responsibility which does not result in a material change in any improvement or a change in the color of same. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to the Property. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and show hold office at the pleasure of Declarant. The provisions of this section are in addition to the Single Family Home Builder Design Guidelines attached hereto as **Exhibit "D"**.

2. **Association's Consent**. Any request by an Owner for approval by the ACC to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACC may deem reasonably necessary in connection with its determination as it will approve same. Approval may be withheld by the ACC in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any Lot or Home. The ACC shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACC, provided that in the event the ACC fails to approve any request within such thirty (30) day period, the request shall be deemed disapproved and the ACC shall give written notice of such disapproval, but failure to do so shall not constitute approval by the ACC. In consenting to any plans or specifications, the ACC may condition such consent upon changes being made. If the ACC

consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACC, and subject to any conditions of the ACC's approval, provided, however, that all necessary building and other approvals have also been obtained from all appropriate municipal and other governmental authorities. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

3. **No Liability**. Neither the Declarant, Association nor the ACC, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other Person in connection with the approval or disapproval of any alteration, addition, improvement, or change, arising out of or in connection with the performance or non-performance of the Board's or ACC's duties hereunder, or by reason of mistakes of judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other malfeasance or non-feasance arising out of or in connection with the approval or disapproval of plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Declarant, the ACC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans or other submissions under this Declaration except as otherwise expressly permitted by Section 720.3035 of the Florida Statutes. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Further, each Owner agrees to indemnify and hold Declarant, Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pre-trial and at all levels of proceedings, including appeals), arising out of any review of plans by the ACC under this Declaration except as otherwise expressly prohibited by law. Furthermore, any approval of any plans or specifications by the ACC shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the Association nor the ACC shall be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

4. **Remedy for Violations**. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACC, or is not made in strict conformance with any approval granted by the ACC, to the extent permitted by law, the Association shall have the right (and an easement and license) to enter

upon the Lot and remove or otherwise remedy the applicable violation after giving the Owner of the Lot at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The Association shall specifically have the right to demand that an Owner stop, remove or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Association, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. The foregoing shall be in addition to any other remedy set forth herein or available at law for violations of this Declaration. All such costs of enforcement shall be a special Assessment against the applicable Lot and shall be payable upon demand and secured by the lien for Assessments against such Lot, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. In addition, in the event that an Owner fails to comply with the provisions contained herein, Association and/or the ACC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

5. **Exemption**. Notwithstanding anything to the contrary contained in this Declaration, any improvements of any nature made by Declarant or CC Osprey, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to review of the ACC. Declarant, in its sole discretion, may exempt any other Builder from the provisions of this subparagraph VI(W) with respect to any improvements approved in advance by Declarant.

X. **Rules and Regulations**. The Association may adopt reasonable rules and regulations relating to the use and maintenance of the Property. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner upon request. The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.

Y. **Waiver**. The Association shall have the right to waive the application of one or more of these restriction, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association, or any other Person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as Declarant owns any Lot, if any waiver or deviation of any restriction requires the consent of the Association, such consent shall be obtained from Declarant, and not from the Association, unless Declarant voluntarily relinquishes this right at an earlier date.

Z. **Leasing of Homes**. Except for Homes owned by Declarant, no Home may be leased or rented without the prior approval of the Board, which approval shall not be unreasonably withheld. If any Owner wishes to lease his Home he shall first submit to the Board

the proposed lease, which shall be in writing, and such other information as the Board may request in connection with the proposed lease. Approval or disapproval shall be given to the Owner by the Board in writing within fifteen (15) days from receipt of the lease and all requested information. The approval of a lease shall in no event release the Owner from any obligations under this Declaration, and no lease that is approved may be modified, extended or assigned, nor may the Home be sublet to any other party, without the Board's prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease shall be subject to the same provisions set forth herein governing the Board's approval of leases. The Board shall have the right to require that a substantially uniform form of lease be used and may charge a reasonable, non-refundable application fee, which shall be submitted to the Board with the proposed lease. All leases shall be for a minimum of twelve (12) months and shall be subject in all respects to the provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations of the Association in effect and as amended from time to time, and any failure by the tenant to comply with the foregoing shall be deemed to be a default under the lease and shall also be deemed to be a default by the Owner of the leased Home. The breach of any of the terms of this Declaration, the Articles or the By-laws by the Owner or his tenant shall, at the option of the Association, terminate said lease; such breach shall also be deemed to be a breach by the Owner of that Home, and each Owner shall be liable to the Association for any breach by such tenant or other occupants of such leased Home. For purposes of this paragraph the term "lease" shall include and apply with equal force to subleases. The provisions of this paragraph shall not apply to Homes owned and leased by Declarant.

AA. Rights Reserved to Declarant. Neither the foregoing restrictions nor the Guidelines shall apply to Declarant or CC Osprey, or to any portion of the Property while owned by Declarant or CC Osprey, or to any undeveloped portion of the Property, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property or the construction of any Homes and other improvements thereon, or any activity associated with the sale or lease of any Homes by Declarant and CC Osprey. Specifically, and without limitation, at all times and from time to time prior to the sale by Declarant or CC Osprey of the last Lot within the Property owned by it, the right is reserved by and for the benefit of such parties, and such parties shall have the right to: (i) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any portion of the Property to the exclusion of any use or right of access by other Owners; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (v) post, display, inscribe or affix to the exterior of any Home owned by such party, upon any other Lot owned by such party, or upon any other portion of the Common Areas or improvements thereon, signs and other materials used in developing, constructing, selling or promoting any portion of the Property, (vi) excavate fill within or contiguous to the Property by dredge or dragline, store fill on the Property, and sell excess fill from the Property; (vii) grow plants and trees upon the Property for later use and sell excess plants and trees; and (viii) amend, alter, change, modify the plan of development of the

Property owned by it and the appearance of any Home. In addition, Declarant, in its sole discretion, may exempt any other Builder from the Guidelines and/or the restrictions set forth in this Article with respect to any improvements approved in advance by the Declarant. For so long as Declarant owns any property affected by this Declaration, the Declarant shall have the right to create and transfer, out of Property as defined herein and as set forth on **Exhibit "A"** affixed hereto, any Common Areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration. The Declarant and any Builder shall have a right to access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Declarant or Builder owns any property included within the Property described herein, or later added or annexed.

ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES.

A. Each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed or other instrument of conveyance), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to be responsible for the payment to the Association of Assessments at the time and in the manner required by the Board for each Lot owned by the Owner, which amount shall be assessed to the Owner as described in this Declaration. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except (i) for any Assessments owed by Declarant, (ii) as provided in subparagraph VIII(A)(6) of this Declaration, and (iii) the Association in the event the Association acquires title to a Lot through foreclosure or deed in lieu of foreclosure. Notwithstanding anything to the contrary contained herein, no Assessments will be levied against any Lot owned CC Osprey until such time as such Lot is conveyed by CC Osprey to an Owner other than a Builder or Declarant, and Declarant, in its sole discretion, may exempt any Lots owned by any other Builder pursuant to a separate written agreement with such Builder.

B. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the Common Areas and those other portions of the Property which the Association is obligated to maintain. If reserve accounts are established by Declarant, the budget shall designate the components for which the reserve accounts may be used. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. BUDGETS DO NOT TAKE INTO ACCOUNT INFLATION. BECAUSE THERE IS NO HISTORY OF OPERATION, IT IS IMPOSSIBLE TO PREDICT ACTUAL EXPENSES UNTIL ASSOCIATION BEGINS OPERATIONS. IT IS NOT INTENDED THAT AN OWNER RELY ON ANY BUDGET IN ELECTING TO PURCHASE A HOME. PROJECTIONS IN AN INITIAL BUDGET ARE AN EFFORT TO PROVIDE SOME INFORMATION REGARDING FUTURE OPERATING EXPENSES. Subject to the provisions of subparagraph VII(C), Assessments shall be allocated

so that each Owner of a Lot shall pay his/her/its pro rata portion of Assessments. Each Owner of a Lot shall be assessed on a uniform basis (with the exception of special Assessments against a particular Owner(s) as provided in subparagraph VII(C)) based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole discretion, may change the denominator from time to time. Under no circumstances, however, will the denominator be less than the number of Lots owned by Owners other than Declarant. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT ASSESSMENTS WILL BE ALLOCATED EQUALLY TO EACH OWNER REGARDLESS OF TYPE, SIZE OR LOCATION OF A LOT. The Board shall establish the annual and regular Assessment for each Lot, which shall be payable monthly, in advance, and shall notify each Owner in writing of the amount and due dates of the Assessment. The Board may modify the budget in accordance with the provisions of this Declaration, the Articles or the Bylaws, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency or due dates of the Assessments. If the expenditure of funds for Common Expenses is or is anticipated to be required in addition to funds produced by Assessments or required for such purposes described in subparagraphs VII(C) and (D) herein, the Board may make special Assessments or capital improvements Assessments, which shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special or capital improvement Assessments. In the event any Assessments are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount or frequency of the periodic payments. In no event shall any Assessments be due sooner than ten (10) days from the date of the notification of such Assessments. No Owner may exempt himself from liability for any Assessment levied against such Owner and his Lot as a result of the status of completion of the Common Areas, by waiver of the use or enjoyment of any Common Areas, by abandonment of his Lot or in any other manner.

C. In addition to the rights set forth in subparagraph VII(B) hereof, the Association (through the Board) shall have the right to levy special Assessments (i) against an Owner(s) to the exclusion of other Owners for the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of such Owner(s) or his(their) Occupant(s), (ii) against an Owner(s) to the exclusion of other Owners for the costs of work performed by the Association in accordance with Article III(B) of this Declaration (together with any surcharges collectible thereunder) as a result of such Owner(s) failure to perform his(their) obligations, as they may relate to the Limited Common Areas or otherwise, and (iii) against particular Owners and Lots for fines and expenses incurred against particular Lot and/or Owners to the exclusion of others. Any such special Assessment shall be subject to all of the applicable provisions of this Declaration including, without limitation, lien filing and foreclosure procedures and late charges

and interest. Any special Assessment levied hereunder shall be due within the time specified by the Board in the action imposing such assessment.

D. In addition to the regular and special Assessments, the Association (through the Board) shall have the right to levy capital improvement Assessments to generate funds which, in the aggregate, exceed the lesser of $50,000.00 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement described in Article III hereof) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing). Capital improvement Assessments may only be levied upon approval of a majority of the Board and upon approval by the Declarant and at least two-thirds (2/3) of the other Owners. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as regular Assessments or special Assessments upon approval of a majority of the Board.

E. Until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments for Lots it may then own, Declarant shall not be liable for Assessments for any Lots it owns, but in lieu thereof, Declarant shall be responsible for all Common Expenses (exclusive of any reserve items) in excess of the sum of all Assessments receivable (whether or not received) from the other Owners (including the contributions payable pursuant to subparagraph VII(D) hereof, interest, late charges and fines), all other income and other monies received by the Association and any surplus carried forward from the preceding year(s). During such period when Declarant is not liable for Assessments for Lots owned by it, the Assessments shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Homes and improvements contemplated within the Property were completed, so that Assessments against individual Lots during such period will be approximately what said Assessments would be if the development of the Property as contemplated by the site plan of the Property was complete. In no event shall Declarant be required to fund reserves allocated to any unbuilt Homes or to any Homes owned by Declarant. Commencing on the date of recording of this Declaration in the Public Records and expiring on the earlier of the date upon which Owners control the Board or when Interval No. 3 (as described in **Exhibit "F"**) expires (the "Guarantee Expiration Date"), regular Assessments imposed on each Owner other than the Declarant shall not increase during the intervals of time set forth on **Exhibit "F"** over the amount set forth for each interval and in no event shall the Guarantee Expiration Date extend beyond the date upon which Owners control the Board.

F. Declarant shall be obligated to pay any amount of Common Expenses during such periods and not produced by the Assessments at the guaranteed levels receivable from Owners. The Guarantee Expiration Date may be unilaterally extended by Declarant for one or more successive periods of six (6) months each until such time as Declarant does not own any Homes, provided that the regular Assessments for Common Expenses equally imposed on each Owner other than Declarant shall not increase over the amount provided in Interval No. 3.

G. In addition to Assessments, the first Owner acquiring title to a Home from Declarant or any Builder (or their respective successors in interest in title) shall contribute to the Association an amount equal to two (2) months' Assessments as a working capital contribution, which shall be in addition to the Owner's responsibility for Assessments which commenced upon the date title to the Lot is acquired from Declarant or such Builder (or their respective successors in interest in title). Such contributions shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

H. Notwithstanding anything to the contrary contained herein, in the event any lender holding a mortgage on a Lot that is (i) exempt from Assessments pursuant to the last sentence of Article VII, Section A or pursuant to Article VII, Section G, and (ii) owned by Declarant, CC Osprey or any Builder, acquires title to a Lot as a result of a foreclosure or deed in lieu of foreclosure, such lender shall not be obligated to make any payments under Article VII, Sections A and G hereof. A third party bona fide purchaser (other than a Builder) acquiring title to such a Lot from such a lender will be responsible for the payment of Assessments and working capital contributions pursuant to Article VII, Sections A and G from and after the date of acquisition of such Lot.

ARTICLE VIII - DEFAULT.

A. Monetary Defaults and Collection of Assessments.

1. **Late Fees and Interest**. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five percent (5%) of the amount of the Assessment, or Twenty-Five Dollars ($25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

2. **Acceleration of Assessments**. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, or for all other Assessments payable to the Association.

3. **Lien for Assessments**. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees, paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve

and protect the Association's lien. The lien is effective from and shall relate back to the date on which this Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records, stating the description of the Lot, the name of the record Owner, the name and address of the Association, the Assessment amount due and the due date. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all unpaid Assessments and amounts that are due and that may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, late fees, reasonable attorneys' fees and paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pretrial and at all levels of proceedings, including appeals, and other costs and expenses provided for in this Declaration, shall be the personal obligation of the Person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. Except as otherwise set forth in this Declaration, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

4. **Collection and Foreclosure**. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and paraprofessional fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association. Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so.

5. **Rental and Receiver**. If an Owner remains in possession of his Home and the claim of lien of the Association against his Home is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Home, and the Association shall be entitled to the appointment of a receiver to collect the rent.

6. **Subordination of Lien**. The lien for Assessments shall be subordinate to a bona fide first mortgage held by an Institutional Lender on any Home if the mortgage is recorded in the Public Records prior to the claim of lien being recorded in the Public Records. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and liens for

mortgage liens held by an Institutional Lender, provided such mortgage liens are filed liens against the property encumbered thereby. The lien for Assessments shall not be affected by any sale or transfer of a Home or Lot pursuant to foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by an Institutional Lender, in which event the liability of the Institutional Lender or its successor or assignee as a subsequent holder of the first mortgage of record who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid Assessments that became due prior to such acquirer's acquisition of title shall be the lesser of (i) the unpaid Common Expenses and regular and special Assessments (including but not limited to those Assessments related to the Limited Common Areas) that were assessed against such Lot that came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent of the original mortgage debt. The foregoing limitations on the acquirer's liability for Assessments apply only if the Institutional Lender or its successor or assignee as a subsequent holder of the first mortgage of record filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action (provided that joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Institutional Lender). Any unpaid Assessments or other monies which cannot be collected as a lien against any Lot by reason of this subparagraph are Common Expenses payable by and a lien against all Lots, including the Lot(s) of such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments and such other expenses as may be assessed to the Owner's Lot; any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Any person who acquires a Lot, except through foreclosure of a first mortgage of record of an Institutional Lender or by the acceptance of a deed in lieu thereof, including without limitation persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Home or enjoyment of the Common Areas until such time as all unpaid Assessments and other monies have been paid in full. Nothing in this Declaration shall be construed as releasing the party liable for any delinquent Assessments or other amounts from the payment thereof, or the enforcement of collection by means other than foreclosure.

7. **Assignment of Claim and Lien Rights**. The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

8. **Unpaid Assessments - Certificate**. Within fifteen (15) days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

9. **Allocation of Payments**. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien, next towards interest on any Assessments or other monies due to the Association, as provided herein; next to any late fee(s) due, and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

10. **Payments by Occupants**.

a. **Demand by Association**. If a Home is occupied by an Occupant and the Owner of such Home is delinquent in paying any monetary obligation due to the Association, the Association may demand that the Occupant pay to the Association the subsequent rental or other monetary obligations and continue to make such payments until all the monetary obligations of the Owner related to the Home have been paid in full to the Association and the Association releases the Occupant or the Occupant discontinues tenancy in the Home. The Association's demand for payment from the Occupant must be hand delivered or provided by United States mail and must be substantially in the form required by Section 720.3085(8), Florida Statutes, and the Association shall mail written notice to the Owner of the Association's demand that the Occupant pay monetary obligations to the Association. Upon payment by the Occupant, the Occupant shall be given a credit against rent or occupancy fees due to the Owner in an amount of Assessments paid to the Association.

b. **Prepaid Rent and other Occupancy Fees**. If an Occupant paid rent or other fees for occupancy of the Home for a given rental or occupancy period before receiving a demand from the Association and such Occupant provides written evidence to the Association of having paid the rent or other fees within fourteen (14) days after receiving the demand, the Occupant shall begin making rental payments to the Association for the following rental period and shall continue making rental or other payments to the Association to be credited against the monetary obligations of the Owner to the Association until the Association releases the Occupant or the Occupant discontinues tenancy in the Home. The Association shall, upon request, provide the Occupant with written receipts for payments made.

c. **Increases in Monetary Obligations**. The liability of the Occupant under this section may not exceed the amount due from the Occupant to the Occupant's landlord. The Occupant shall be given a credit against rents or other amounts due to the landlord in the amount of Assessments paid to the Association.

d. **Association Rights Under Chapter 83, Florida Statutes**. The Association may issue notices under Section 83.56, Florida Statutes, and may sue for eviction under Sections 83.59-83.625, Florida Statutes (as the same may be renumbered from time to time), as if the Association were a landlord under Part II of Chapter 83, Florida Statutes, if the Occupant fails to pay any monetary obligation after demand by the Association.

Notwithstanding the foregoing, the Association shall not otherwise be considered a landlord under Chapter 83, Florida Statutes and specifically has no obligations under Section 83.51, Florida Statutes (as the same may be renumbered from time to time).

e. **No Rights as Owner.** An Occupant shall not, by virtue of payment of monetary obligations to the Association, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

B. Non-Monetary Defaults. In the event of a violation by any Owner or Occupant, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any Occupant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or Occupant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

1. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

2. Commence an action to recover damages; and/or

3. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records.

C. Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance

carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Home, or the Common Areas.

D. **Right of Association to Evict Tenants, Occupants, Guests and Invitees.** With respect to any Occupant or any other Person present in a Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home, if such Person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such Occupant or compel the Person to leave the Property and, where necessary, to enjoin such Person from returning. The expense of any such action, including attorneys' fees, may be assessed against the Owner of the Home in which such tenant or other Person was residing or was present as a guest or invitee of the Owner or other resident of such Home, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

E. **No Waiver**. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

F. **Rights Cumulative**. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

G. **Enforcement By or Against other Persons**. In addition to the foregoing, this Declaration may be enforced by Declarant, the Association, and/or Owners by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

H. **Fines and Suspensions**. To the extent not prohibited by applicable law, Association may suspend the rights of an Owner and an Owner's Occupants or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner or Occupant for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD, the By-Laws, the Articles, the rules and regulations, and any other Community Document. In addition, the Association may suspend the rights of an Owner and an Owner's Occupants to use the Common Areas if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association.

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

2. A fine or suspension other than a suspension as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association, may not be imposed without at least fourteen (14) days' notice to the Person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, lessee, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, lessee, licensee, guest, invitee, or occupant.

3. Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of a monetary obligation to the Association may only be for the period of time until such monetary obligation is paid. The authority of the Association to suspend rights to use Common Areas as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association does not apply to the portion of the Common Areas that must be used for access to a Home or necessary utility services to a Home. The Board may also suspend the voting rights of an Owner who is delinquent in Assessments or other monetary obligations to the Association for more than ninety (90) days. Notwithstanding anything to the contrary in this Declaration or other Community Documents, the notice and hearing requirements contained in (2) above do not apply to a suspension of use rights or suspension of voting rights as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Association. However, suspension of use rights and voting rights as a result of being more than ninety (90) days delinquent in payment of any monetary obligation to the Association must be approved at a properly noticed meeting of the Board and, upon approval, the Association must notify the affected Owner and, if applicable, the affected Owner's lessee, licensee, occupant, tenant, and invitees by mail or hand delivery.

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

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

ARTICLE IX - TERM OF DECLARATION

All of the foregoing covenants, conditions, reservations and restrictions are perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any claim and any right to deny that this Declaration and the covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes ("MRTA"). It is expressly intended that MRTA will not operate to extinguish any encumbrance placed on the Property by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, reservations and restrictions contained in this Declaration. This provision is not subject to amendment except by Declarant. Notwithstanding the foregoing, after the date upon which control of the Association is turned over to the Owners, the Association shall take all legal measures it deems necessary to comply with the requirements of MRTA. Notwithstanding the foregoing, one hundred percent (100%) of the Owners and Institutional Lenders may execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

ARTICLE X - AMENDMENTS

A. This Declaration may be amended upon Majority Approval. In addition, so long as Declarant owns any portion of the Property, this Declaration may be amended from time to time by an instrument executed solely by Declarant and without the joinder or consent of any Person whatsoever except as prohibited by applicable law, and no amendment may be made by

the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include amendments adding to the Property any property owned by Declarant or its affiliates or any easement or interest therein (and the Association shall be required to accept such conveyance) or deleting any real property from the Property without prior notice and without the consent of any Person, provided that any such amendment deleting land not owned by Declarant shall require the joinder of the owners of such real property. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted. Within thirty (30) days after recording an amendment to this Declaration or other Community Documents, the Association shall provide a copy of the amendment to all Owners.

B. No amendment shall discriminate against any Owner or class or group of Owners (including, without limitation, CC Osprey or any other Builder), unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners and Institutional Lenders of such Homes so affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

ARTICLE XI - SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS

A. **Records Available**. The Association shall make available to Owners and to lenders and Institutional Lenders, and to holders, insurers, or guarantors of any first mortgage on any Lot or Common Areas, current copies of this Declaration of Restrictions, the Articles or By-Laws, other rules concerning the Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. **Financial Statement**. Any holder of a first mortgage upon a Lot or Common Areas shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

C. **Notice of Action**. Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot or Common Areas, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of the following:

1. Any condemnation or casualty loss which affects a material portion of the Property or such Lot;

2. Any sixty (60)-day default in the payment of Assessments or charges owed to the Association or in the performance of any obligation hereunder by the Owner of the Lot;

3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

4. Any proposed action which would require the consent of a specified percentage of Institutional Lenders.

D. **Consent of Institutional Lenders**. Whenever the consent or approval of any, or a specified percentage or portion of Institutional Lenders are required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Property, the Association may request such consent or approval of such Institutional Lender(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such Institutional Lenders). Any Institutional Lender receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the Institutional Lender receives such request, and if such response is not timely received by the Association, the Institutional Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by an officer of the Association, which affidavit, where necessary, may be recorded in the Public Records, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

E. **Conflicts.** As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Lot eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by the Declarant or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Owner.

F. **Payment of Taxes and Insurance**. Any Institutional Lender may pay any taxes or assessments on the Common Areas which are in default, or any overdue insurance premiums

on policies to be maintained by the Association or may secure new insurance upon the lapse of a policy maintained by the Association and shall be owed immediate reimbursement therefor from the Association plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

ARTICLE XII - INSURANCE

Insurance shall be maintained on the Common Areas and Homes as follows:

A. **Common Areas**. The Association shall purchase insurance on the Common Areas as follows to the extent such insurance is available, written in the name of and the proceeds thereof payable to the Association:

1. **Hazard Insurance**. Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering the full replacement value of the Common Areas (exclusive of land, landscaping, foundations, excavations and other items normally excluded from coverage), and any improvements situated upon any real property owned by the Association. Such insurance shall also cover fixtures and building service equipment and personal property and supplies owned by the Association. The Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Property insured hereunder. The cost of any such appraisal shall be a Common Expense.

2. **Comprehensive General Liability Insurance**. Comprehensive General Liability Insurance protecting the Association from claims for bodily injury, death or property damage arising from the activities of the Association or with respect to any property under its jurisdiction and providing for coverage of at least $1,000,000 for any single occurrence.

3. **Blanket Fidelity Bonds**. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least for the sum of three (3) months aggregate Assessments on all Homes plus the Association's reserve funds, if any.

4. **Other Insurance**. Such other commercially reasonable and prudent insurance coverage as may be desired by the Association, such as flood insurance, errors and omissions insurance, workers compensation insurance, directors' and officers' liability insurance or any other customary form of insurance.

5. **Notices**. All insurance purchased by the Association must include a provision requiring at least ten (10) days written notice to both the Association and to the Institutional Lenders before the insurance can be cancelled or the coverage reduced or modified for failure to pay premiums or any other reason.

6. **Deductible**. Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed $2,500.00 or such other greater sum as is approved by the Board with Majority Approval.

7. **Rights of Institutional Lenders**. Upon request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association.

8. **Expenses**. The expenses of all insurance shall be a Common Expense.

B. **Directors and Officers Errors and Omissions Insurance**. The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to any officer or director appointed or elected by the Declarant, which insurance shall provide coverage for any acts taken or omissions made, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or director of the Association.

C. **Homes**.

1. **Requirement to Maintain Insurance**. Each Owner shall be required, at each Owner's sole cost and expense, to obtain and maintain insurance on such Owner's Home offering protection against loss or damage by fire and other hazards including, but not limited to, windstorm, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. Such insurance maintained by Owners shall name the Association as an additional insured and loss payee and shall be sufficient for necessary repair or reconstruction work, and related costs. Each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

2. **Association Has No Liability**. Notwithstanding anything to the contrary in this section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

ARTICLE XIII - MISCELLANEOUS

A. **Conflict With Articles or Bylaws**. In the event of any conflict between the Articles and the Bylaws and this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

B. **Authority of Association and Delegation**. Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this

Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

C. **Severability**. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

D. **Validity**. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

E. **Assignment of Declarant's Rights**. Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the Bylaws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the Public Records. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant, unless such assignee is assigned and agrees to assume such liability. Any such assignment may be made on a non-exclusive basis.

F. **Performance of Association's Duties by Declarant**. Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the Assessments payable by the Owner; provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

G. **Inapplicability of Condominium Act**. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, Florida Statutes.

H. **Actions Against Declarant**. The Association shall not institute any legal proceedings against Declarant without the consent of at least eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members.

I. **Membership in Other Entities**. The Association shall not become a member of any ad hoc committee, association, corporation or other entity the acts of which are binding upon the Association and/or its members unless membership in such entity receives Majority Approval, and provided that until such time as Declarant no longer owns a Lot, Declarant's written approval of such membership shall be required.

J. **Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Voting Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

K. **Resolution of Disputes.** BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE COMMUNITY DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

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

M. **Reliance.** BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS MATERIAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING

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

N. **Permits, Licenses and Easements.** The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, proper maintenance and operation of the Property, as so determined by the Board of Directors of the Association.

O. **Execution of Documents.** Declarant's plan of development for the Property may necessitate from time to time the execution of certain documents as required by governmental agencies. Each Owner agrees, by its acceptance of a deed to a Home or any other portion of the Property, to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to the Property or any portion(s) thereof.

P. **Affirmative Obligation of Association.** In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this section include the right of Declarant to repair or address, in Declarant' sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas.

Q. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS

AND THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

R. **Notices and Disclaimers as to Water Bodies**. THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY LIVE, HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT

AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

S. **Assumption of Risk**. Without limiting any other provision in this Declaration, each person within any portion of the Property accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of the Property (e.g. Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees, (e) design of any portion of the Property, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within the Property, and (g) powerlines, high voltage transmission lines, utility lines, pipelines and/or natural gas lines running through, adjacent or near the Property. Each person entering any portion of the Property also expressly indemnifies and agrees to hold harmless Declarant, the Association, and Builders, and all their employees, directors, representatives, officers, agents, partners, affiliates and attorneys (in house or out-sourced), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas including, without limitation, all waterbodies, lakes, or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, BUILDERS, AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

T. **Notices**. Any notice required to be sent to any Person under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address at the time of such mailing.

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

ARTICLE XIV - CONTROLLED ACCESS

The Association shall have the right and power, but not the obligation, to control the access to the Property, as determined by its Board of Directors and as allowed by law, including but not limited to a mechanical gate or other device. All expenses of such shall be Common Expenses and assessed in accordance with the provisions hereof. Declarant and Builders and their respective contractors, suppliers, agents and employees shall be given free and unimpeded access through any such controlled access facility, subject only to such controls and restrictions as are agreed to in writing by Declarant; and such right of access shall continue after Declarant or any Builder no longer owns any portion of the Property so long as Declarant or any affiliate of

Declarant or such Builder or any affiliate of such Builder, as applicable, is using any model homes within the Property for sales purposes (including sales in other developments) or as necessary to allow Declarant or such Builder to perform any repairs or complete any improvements required by applicable law. Any governmental authority, any public utility company and/or any other entity providing utility services, cable television, home monitoring, telecommunications or similar services to Owners pursuant to an agreement with the Association shall be given free and unimpeded access through any such controlled access facility, subject only to such controls and restrictions as are agreed to in writing by them. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result. Further, neither the Declarant nor the Association shall be responsible or liable to any Owner for any injury, damage, loss or other claim resulting from the use, activity, inability or failure of such device or system.

ARTICLE XV - NOTICE AND DISCLAIMER AS TO COMMUNITY SYSTEMS

Declarant, the Association and their successors, assigns or franchisees, any cable telecommunications system operator and any security services operator (any of the foregoing, an "Operator"), may enter into contracts for the provision of security services through any community-wide system on the Property ("Security Services") and/or any telecommunications services through any community-wide system on the Property ("Telecom Services"). Any such community-wide system is hereinafter referred to as a "Community System." NO OPERATOR GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH COMMUNITY SYSTEM OR SECURITY SERVICES, AND NO OPERATOR GUARANTEES THAT ANY SECURITY SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE COMMUNITY SYSTEM OR OTHER SYSTEM THROUGH WHICH SUCH SECURITY SERVICES ARE PROVIDED IS DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT UTILIZING SUCH COMMUNITY SYSTEM AND SECURITY SERVICES ACKNOWLEDGES THAT NO OPERATOR IS AN INSURER OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. NO OPERATOR SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE A COMMUNITY SYSTEM OR SECURITY SERVICES OR INEFFECTIVENESS OF ACCESS CONTROL OR SECURITY MEASURES UNDERTAKEN. In furtherance of the foregoing, it is extremely difficult and impractical to determine the actual damages if any which may proximately result from a failure on the part of an Operator to perform any of its obligations with respect to a Community System or Security Services and, therefore, every Owner or Occupant of a Home or Lot receiving Security Services agrees that each Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any cause, including, without limitation, failure in transmission of an alarm, interruption of security services or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the Operator or its

officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the Security Services; and further agrees for himself and his assigns and grantees that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the Community System or another system, or from negligence, active or otherwise, of any Operator or its officers, agents, or employees, the liability, if any, of each Operator, its successors or assigns for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of any Operator. Further, in no event will any Operator, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Telecom Services, Security Services and other security services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any such services shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in such services, regardless of whether or not same is cause by reasons within the control of any Operator.

ARTICLE XVI - SURFACE WATER MANAGEMENT

A. A copy of the permit issued by the South Florida Water Management District ("SFWMD") for the Property is attached as **Exhibit "E"** to this Declaration. The Association shall maintain copies of the permit and future SFWMD permit actions. The registered agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association. The Association is responsible for the operation and maintenance of the surface water management system described in the permit. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the surface water management system.

B. It is acknowledged the surface water management and drainage system for the Property is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Property for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management and drainage system of the Property shall be developed, operated, and maintained in conformance with the requirements of the SFWMD and/or any other controlling governmental authority. The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Property, including but not limited to all lakes, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the Property or owned by the Association. Such maintenance shall be performed in conformance with the requirements of the SFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the Association

shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any portion of the Property which is not a Common Area or contiguous to a Common Area or which is not otherwise to be maintained by the Association pursuant to this Declaration. Such maintenance responsibility may, but is not required to, include any portion of the surface water management and drainage system for the Property which is owned and maintained by any controlling authority.

C. SFWMD, or any other controlling governmental authority, shall have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities, or to otherwise enforce the Association's obligations hereunder. Without limitation, in the event the Association fails to perform its obligations hereunder, SFWMD, or any other controlling governmental authority shall have the right to perform the obligations of the Association, and in that event the Association shall pay such governmental authority all costs incurred in connection therewith within 10 days after written demand, plus interest at the highest rate permitted by law. In any legal proceedings arising out of this paragraph to enforce the obligations of the Association, the prevailing party shall be entitled to recover its costs and attorneys' fees from the losing party.

D. Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which would adversely affect the surface water management system, or water management portions of the Common Areas, shall be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD Permit. If a modification is necessary, the SFWMD will so advise the permitee.

E. No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake, pond, or canal, or the changing of the elevation of any other portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on the Owner's Lot which would adversely affect the drainage of any contiguous Lot. The Association shall have the right to take action against any Owner as necessary to enforce the conditions of the SFWMD permit.

F. The Association shall operate and maintain the surface water management system for the Property, including but not limited to all lakes canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related facilities, in conformance with the requirements of the SFWMD and any other controlling governmental authority.

G. In the event the Association is ever dissolved, either voluntarily or involuntarily, any property within the development consisting of the surface water management system shall be conveyed to an appropriate agency of local government to guarantee future maintenance of said

system; however, in the case than an appropriate agency of local government shall not accept such conveyance, then the surface water management system shall be dedicated to a similar nonprofit corporation with the cost and management of same being born by the Members of this Association. Further, any dissolution of Association shall comply with all applicable provision of any future amendments to the Declaration or other documents pertaining thereto which would affect the surface water management system, including the water management portions of the Common Areas shall require the prior written approval by the SFWMD.

H. ALL LAKES AND/OR CANALS WITHIN THE PROPERTY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS AND OTHER CAUSES OUT THE CONTROL OF THE LISTED PARTIES, THE WATER LEVELS IN THE LAKES AND/OR CANALS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKES AND/OR CANALS. THESE WATER LEVEL FUNCTIONS AND CHANGES IN THE APPEARANCE OF THE LAKES AND/OR CANALS ARE CONSIDERED NORMAL OCCURRENCES. NONE OF THE LISTED PARTIES HAS CONTROL OVER SUCH WATER LEVEL FLUCTUATION OR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKES AND/OR CANALS. THEREFORE, THE LISTED PARTIES ARE HEREBY RELEASED FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO THE LAKES AND/OR CANALS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES WITHIN THE PROPERTY MAY VARY AND THERE IS NO GUARANTEE BY DECLARANT, SFWMD OR ASSOCIATION THAT WATER LEVELS WILL BE AESTHETICALLY PLEASING AT ANY PARTICULAR TIME, AND AT TIMES WATER LEVELS MAY BE NON-EXISTENT.

ARTICLE XVII - DISCLAIMER OF LIABILITY OF THE ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED IN THE COMMUNITY DOCUMENTS, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, OWNERS OR OCCUPANTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE COMMUNITY DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE

ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE OR OTHERWISE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DECLARANT, WHICH SHALL BE FULLY PROTECTED HEREBY.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration this 13TH day of MAY, 2014.

BR Osprey Acquisition LLC, a Delaware limited liability company

By: JKM Developers, LLC, a Florida limited liability company, its Manager

By: _____
John K. Markey, Managing Member

By: _____
Adam P. Freedman, Managing Member

By: _____
James S. Gielda, Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me this 13TH day of MAY, 2014, by John K. Markey, as Managing Member of JKM Developers, LLC, a Florida limited liability company, as Manager of BR Osprey Acquisition LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

_____
Signature of Notary Public – State of Florida

Angela R Pickett
Print, Type, or Stamp Commissioned Name of Notary Public

My Commission Expires: 4/17/2015

ANGELA R. PICKETT
MY COMMISSION # EE 085160
EXPIRES: April 17, 2015
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me this 13th day of MAY, 2014, by Adam P. Freedman, as Managing Member of JKM Developers, LLC, a Florida limited liability company, as Manager of BR Osprey Acquisition LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Angela R Pickett

Signature of Notary Public – State of Florida

Angela R Pickett

Print, Type, or Stamp Commissioned Name of Notary Public

My Commission Expires: 4/17/2015

ANGELA R. PICKETT
MY COMMISSION # EE 085160
EXPIRES: April 17, 2015
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me this 13th day of MAY, 2014, by James S. Gielda, as Managing Member of JKM Developers, LLC, a Florida limited liability company, as Manager of BR Osprey Acquisition LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Angela R Pickett

Signature of Notary Public – State of Florida

Angela R Pickett

Print, Type, or Stamp Commissioned Name of Notary Public

My Commission Expires: 4/17/2015

ANGELA R. PICKETT
MY COMMISSION # EE 085160
EXPIRES: April 17, 2015
Bonded Thru Notary Public Underwriters

JOINDER

OSPREY OAKS HOMES II ASSOCIATION, INC.

OSPREY OAKS HOMES II ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration of Covenants and Restrictions for Osprey Oaks Homes II ("**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of March, 2014.

WITNESSES:

L Viera

Print Name: Lissette Viera

Kristin Dyrdal

Print Name: Kristin Dyrdal

OSPREY OAKS HOMES II ASSOCIATION, INC., a Florida not-for-profit corporation

By: Andres Mvares

Name: Andres Mvares

Title: VP

Date: 3/28/14

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 31 day of March, 2014 by Andres Mvares as VP President of OSPREY OAKS HOMES II ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 6.12.17

L Viera

NOTARY PUBLIC, State of Florida at Large

Print Name Lissette Viera

LISSETTE VIERA
MY COMMISSION #FF026944
EXPIRES June 12. 2017
(407) 398-0153 FloridaNotaryService.com

JOINDER

CC OSPREY OAKS, LLC

CC OSPREY OAKS, LLC, a Florida limited liability company ("**CC Osprey**") does hereby join in the Declaration of Covenants and Restrictions for Osprey Oaks Homes II ("**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title solely for purposes of submitting to the terms and provisions of the Declaration that certain real property owned by CC Osprey and fully described as: Lot 3 of Osprey Oaks Parcel No. 4, according to the Plat thereof, recorded in Plat Book 115, Page 115, of the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of MARCH, 2014.

WITNESSES:

L. Viera

Print Name: Lissette Viera

Kristin Dyrdal

Print Name: Kristin Dyrdal

CC OSPREY OAKS, LLC, a Florida limited liability company

By: Andres Miyares

Name: Andres Miyares

Title: VP

Date: 3/28/14

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 31 day of March 2014 by Andres Miyares as Vice President of CC OSPREY OAKS, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires: 6.12.17

L. Viera

NOTARY PUBLIC, State of Florida at Large

Print Name Lissette Viera

LISSETTE VIERA
MY COMMISSION #FF026944
EXPIRES June 12, 2017
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

LEGAL DESCRIPTION – PROPERTY

All the lands within OSPREY OAKS PARCEL NO.'S 2 AND 3, according to the Plat thereof, as recorded in Plat Book 115, page 98, of the Public Records of Palm Beach County, Florida.

AND

All the lands within OSPREY OAKS PARCEL NO. 4, according to the Plat thereof, as recorded in Plat Book 115, page 115, of the Public Records of Palm Beach County, Florida.

AND

All the lands within OSPREY OAKS PARCEL NO. 5, according to the Plat thereof, as recorded in Plat Book 115, page 113, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

CERTIFIED COPY OF AMENDED AND
RESTATED ARTICLES OF INCORPORATION

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 28, 2014, for OSPREY OAKS HOMES II ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N11000006141.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of May, 2014

Ken Detzner
Secretary of State

CR2EO22 (1-11)

APPROVED AND FILED

14 APR 28 PM 1:31

SECRETARY OF STATE TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT AND RESTATEMENT TO ARTICLES OF INCORPORATION FOR OSPREY OAKS HOMES II ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

Pursuant to the provisions of Section 617.1007, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

The Articles of Incorporation for Osprey Oaks Homes II Association, Inc. filed with the Florida Secretary of State on June 27, 2011 are hereby replaced in their entirety by the Amended and Restated Articles of Incorporation for Osprey Oaks Homes II Association, Inc. attached hereto and made a part hereof.

SECOND: The date of adoption of the amendment was April 1, 2014.

THIRD: Adoption of Amendment (CHECK ONE)

☐ The Amendment was adopted by the members and the number of votes cast for the Amendment was sufficient for approval.

☑ There are no members entitled to vote on this amendment. The Amendment was adopted by the Board of Directors.

Signature of ~~Chairman~~, Vice Chairman, President or other officer

JAMES S. GIELDA
Typed or printed name

Director
Title

4/1, 2014
Date

5053297-1

APPROVED
AND
FILED

14 APR 28 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF OSPREY OAKS HOMES II ASSOCIATION, INC., a Florida not-for-profit corporation

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Osprey Oaks Homes II Association, Inc., a Florida not-for-profit corporation, which were filed on June 27, 2011, are hereby amended and restated in their entirety as follows:

ARTICLE I- NAME

The name of the corporation is OSPREY OAKS HOMES II ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

ARTICLE II - PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be the BR OSPREY ACQUISITION LLC, 400 Howard Street, Second Floor, San Francisco, California 94105.

ARTICLE III – RESTATEMENT AND DEFINITIONS

1. All previous filed versions of the Articles of Incorporation for Osprey Oaks Homes II Association, Inc., a Florida not-for-profit corporation, are hereby revoked and superseded with these Amended and Restated Articles of Incorporation.

2. All terms used herein shall have the same meaning as defined in that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY OAKS HOMES II, as hereafter amended and/or supplemented from time to time (the "Declaration"), which shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IV - PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 720 of the Florida Statutes.

2. To provide an entity for operating, administering, managing and maintaining a planned residential community located in Palm Beach County, Florida known as "Osprey Oaks" in accordance with the Declaration.

3. To enforce and exercise the duties of the Association as provided in the Declaration.

4. To promote the health, safety, welfare, comfort, and social and economic benefit of the Members of the Association.

ARTICLE V - POWERS AND DUTIES

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, including those as provided for in Chapters 617 and 720 of the Florida Statutes, which are not in conflict with the terms of these Articles and the Declaration.

2. The Association shall have all of the powers reasonably necessary to operate Osprey Oaks pursuant to the Declaration and to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration and as described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To fix, levy, make, collect and enforce payment of Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Associations powers and duties

c. To enforce the provisions of the Declaration, these Articles, the Bylaws, and any rules and regulations concerning the use of the Property

d. To make, establish, amend and enforce reasonable rules and regulations governing the use of Common Areas, Lots, Homes and other property under the jurisdiction of the Association.

e. To grant and modify easements and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

f. To borrow money for the purposes of carrying out the powers and duties of the Association.

g. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Declaration.

h. To obtain insurance as provided by the Declaration.

i. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the

Association is responsible or to contract with others for the performance of such obligations, services and/or duties.

j. To sue and be sued.

k. To contract for cable television services for the Property as set forth in the Declaration.

l. To contract with and employ management companies, solid waste removal companies, and others the Association deems necessary in order to effectively manage, operate, administer and maintain the Property as set forth in the Declaration and to authorize a management agent or company to assist Association in carrying out its powers and duties by performing functions including, but not limited to, the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of the Common Areas.

m. To operate and maintain the Surface Water Management System as required by the South Florida Water Management District ("SFWMD") Permit and applicable SFWMD and Lake Worth Drainage District ("LWDD") rules and regulations.

n. To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by Association.

o. To contract for the management, operation, administration and maintenance of the Property as set forth in the Declaration.

p. To purchase insurance covering all of the Common Areas, and insurance for the protection of the Association and its officers and directors.

q. To pay all Common Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

r. To establish committees and delegate certain functions to those committees.

ARTICLE VI - MEMBERS

1. The members of the Association ("Members") shall consist of all of the record owners of Lots, including Declarant, as further described in the Declaration. Membership shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Lot, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Property is located of the deed or other instrument establishing the acquisition and designating the Lot affected thereby, the new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as to the Lot designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the

transfer of ownership of the Lot. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

2. The share of each Member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

3. On all matters upon which the Membership shall be entitled to vote, there shall be only one vote for each Lot. In the event any Lot is owned by more than one person and/or by an entity, the vote for such Lot shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

4. The Bylaws shall provide for an annual meeting of the Members of the Association and shall make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VII - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of three (3) directors. The Bylaws may provide for a method of determining the number of directors from time to time. This provision shall not be amended without the prior written consent of CC Osprey Oaks, LLC, a Florida limited liability company, and its successors and/or assigns ("CC Osprey"), which consent may be withheld in CC Osprey's sole discretion, until such time as CC Osprey no longer owns any Lots within the Property. Directors appointed by the Declarant or CC Osprey are not required to be Members of the Association.

2. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required as provided in the Declaration or the Bylaws.

3. The Declarant shall have the right to appoint all of the directors until Declarant has conveyed ninety percent (90%) of all of the Lots within the Property subject, however, to (a) the right of CC Osprey to appoint (1) director until such time as all Lots owned by CC Osprey are conveyed to third parties and (b) the rights of Members other than Declarant to elect at least one member of the Board of Directors when fifty percent (50%) of the Lots have been conveyed to Members. Members other than the Declarant shall be entitled to elect a majority of the Members of the Board of Directors of the Association on the earlier to occur of (i) three (3) months after the date upon which ninety percent (90%) of all the Lots have been conveyed, (ii) such other date as necessary to comply with any applicable governmental financing requirements, (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code,

(iv) upon Declarant losing title to the Property through a foreclosure action or deed in lieu of foreclosure unless the successor owner has accepted an assignment of developer or declarant rights, (v) upon a receiver for the Declarant being appointed by the circuit court and not being discharged within thirty (30) days after such appointment unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the association or its members, or (vi) sooner at the election of Declarant. The Declarant shall be entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property; provided, however, if Members other than Declarant are entitled to elect a majority of the Members of the Board and CC Osprey owns at least one (1) Lot within the Property, then CC Osprey and not Declarant shall have the right to appoint the remaining director. Declarant may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the Members. When the Declarant and CC Osprey no longer own any Lot within the Property, all of the directors shall be elected by the Members in the manner provided in the Bylaws.

4. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws, provided that any director appointed by the Declarant may only be removed by the Declarant and any director appointed by CC Osprey may only be removed by CC Osprey. Subject to CC Osprey's right to appoint one (1) director as set forth in subparagraph 3 above, any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint the directors.

5. The names and addresses of the directors, who shall hold office until their successors are appointed or elected as provided in the Bylaws, are as follows:

NAME	ADDRESS
James S. Gielda	102 NE 2nd Street, #203 Boca Raton, FL 33432
Adam P. Freedman	102 NE 2nd Street, #203 Boca Raton, FL 33432
Andres Miyares	135 San Lorenzo Avenue, Suite 740 Coral Gables, FL 33146

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other offices as the Board may from time to time by resolution create. The president shall manage the affairs of the Association, as assisted by the vice president, secretary and treasurer and such other existing officers. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure

of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers which shall serve until their successors are designated by the Board are as follows

	NAME	ADDRESS
President:	James S. Gielda	102 NE 2nd Street, #203 Boca Raton, FL 33432
Vice President:	Adam P. Freedman	102 NE 2nd Street, #203 Boca Raton, FL 33432
Secretary:	John K. Markey	102 NE 2nd Street, #203 Boca Raton, FL 33432
Treasurer:	John K. Markey	102 NE 2nd Street, #203 Boca Raton, FL 33432

ARTICLE X - INDEMNIFICATION

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

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith;

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made a) by the Board by a majority vote of a quorum consisting of directors who were disinterested in such action, suit, or proceeding, or if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, b) by independent legal counsel in a written opinion, or c) by Majority Approval.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members or otherwise and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

ARTICLE XI - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the Board and/or Members in the manner provided by the Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII - AMENDMENTS

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

1. A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving Majority Approval.

4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

5. If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval by all of the Members. No amendment shall be made that is in conflict with the Declaration or the Bylaws. Prior to the closing of the sale and conveyance by the Declarant of all Lots, no amendment shall make any changes which would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, including, but not limited to, any right of the Declarant to appoint directors pursuant to Article VIII, unless the Declarant shall join in the execution of the amendment.

7. No amendment to these Articles shall be made which discriminates against any Owner or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.

8. Notwithstanding anything herein to the contrary, so long as the Declarant is entitled to appoint a majority of the directors of the Association, the Declarant shall, subject to the provisions of Paragraph 6 and 7 of this Article XII, have the right to unilaterally amend these Articles without the joinder or approval of the Board, any Member, or any other party.

9. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State.

APPROVED AND FILED
14 APR 28 PM 1:31

ARTICLE XIII - DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

In the event of termination, dissolution or final liquidation of the Association, the Surface Water Management System and the responsibility for the operation and maintenance of the Surface Water Management System shall be transferred to and accepted by an entity which complies with the applicable provisions of the Florida Administrative Code and approved by the SFWMD and/or LWDD (as applicable) prior to such termination, dissolution or liquidation.

ARTICLE XIII - REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

Until changed, the registered agent of the Association shall be Weiner, Lynne & Thompson, P.A. and the registered office shall be 10 SE 1st Avenue, Suite C, Delray Beach, FL 33444.

WHEREFORE, the undersigned has executed the foregoing this 22ND day of APRIL, 2014.

WITNESSES:

INCORPORATOR

BR OSPREY ACQUISITION LLC, a Delaware limited liability company

By: JKM Developers, LLC, a Florida limited liability company, its Manager

Print name: JAMES S. GIELDA

By:
Its: Managing Member

Print name: Adam Freedman

APPROVED
AND
FILED

14 APR 28 PM 1:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me this 22ND day of APRIL, 2014, by JOHN K. MARKEY, as Managing Member of JKM Developers, LLC, a Florida limited liability company, as Manager of BR Osprey Acquisition LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

Angela R Pickett
Signature of Notary Public – State of Florida

Angela R Pickett
Print, Type, or Stamp Commissioned Name of Notary Public

My Commission Expires: 4/17/2015

ANGELA R. PICKETT
MY COMMISSION # EE 085160
EXPIRES: April 17, 2015
Bonded Thru Notary Public Underwriters

[ACCEPTANCE OF REGISTERED AGENT APPEARS ON FOLLOWING PAGE]

AND
FILED

CERTIFICATE DESIGNATING REGISTERED AGENT

14 APR 28 PM 1:32
SECRETARY OF STATE
TALLAHASSEE FLORIDA

AND REGISTERED OFFICE

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent for the Osprey Oaks Homes II Association, Inc., the undersigned hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions and obligations of Chapter 617, Florida Statutes, and is familiar with and accepts the obligations of Registered Agent as provided in Chapter 617, Florida Statutes.

WEINER, LYNNE & THOMPSON, P.A.

By: _____

Title: PRES

Date: 4/24/14

EXHIBIT "C"

BYLAWS

BYLAWS
OF
OSPREY OAKS HOMES II ASSOCIATION, INC.,
a Florida corporation not-for-profit corporation

1.00 GENERAL PROVISIONS.

1.01 Identity. These are the Bylaws of Osprey Oaks Homes II Association, Inc., a Florida not-for-profit corporation (the "Association"), formed under the laws of the State of Florida. The Association has been organized for the purposes stated in the Articles of Incorporation of the Association (the "Articles") and shall have all of the powers provided in these Bylaws, the Articles, the Declaration Of Covenants And Restrictions for Osprey Oaks Homes II (the "Declaration"), and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

1.03 Fiscal Year. The first fiscal year of the Association shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall be the calendar year.

1.04 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation not-for-profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.05 Inspection of Books and Records. The books and records of the Association shall be maintained for at least seven (7) years and shall be made available to all Owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a Lot, for inspection or photocopying within 45 miles of the Property or within the County within ten (10) business days after receipt of a written request therefore, during normal business hours or under other reasonable circumstances. Alternatively, the Association may make the books and records available electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. In addition, in lieu of providing copies of such records, the Association shall allow Owners and their authorized representatives to use a portable device to make an electronic copy of the records. Such records of the Association shall include current copies of the Declaration, Articles, Bylaws, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of Lots current copies of the Declaration, Articles and Bylaws, and the most recent annual financial statement of the Association.

The Association may charge a fee to reimburse it for such copies as provided and permitted by applicable law.

1.06 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Declaration.

2.00 MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the Articles, all of the record owners of Lots, including Declarant, shall be members of the Association. Membership for each Lot shall be established upon the recording of the Declaration. Prior to the recording of the Declaration, the Declarant shall be the sole member of the Association.

2.02 Changes in Membership. The transfer of the ownership of any Lot, either voluntarily or by operation of law, shall automatically terminate the membership of the prior Owner, and the transferee or new Owner shall automatically become a member of the Association. It shall be the responsibility of any such transferor and transferee of a Lot to notify the Association of any change in the ownership of any Lot, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or ownership of a Lot for purposes of notice, voting, Assessments, or for any other purpose.

2.03 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the secretary of any change of address of the member, or of the change of ownership of the member's Lot, as set forth above. Any member who mortgages his Lot shall notify the Association of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the Association. Any member who satisfies the mortgage encumbering his Lot shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained in the member register.

3.00 MEMBERSHIP VOTING.

3.01 Voting Rights. There shall be one vote for each Lot. In the event any Lot is owned by more than one person, or is owned by a person other than an individual, the vote for such Lot shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one Lot, the member shall be entitled to one vote for each such Lot.

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. Unless otherwise so provided, at any regular or special meeting the presence in person or by proxy of persons entitled to cast the votes for not less than thirty percent (30%) of the Lots shall constitute a quorum. Prior to and including the transfer of

control from the Declarant to the Association, a quorum shall be established by the Declarant's and CC Osprey's presence, in person or by proxy, at any meeting.

3.03 Determination as to Voting Rights.

3.03.01 In the event any Lot is owned by one person, his right to cast the vote for the Lot shall be established by the record title to his Lot.

3.03.02 In the event any Lot is owned by more than one person or by an entity, the vote for the Lot may be cast at any meeting only by the co-owner designated as a voting member on a Voting Certificate signed by all co-owners and filed with the Secretary of the Association at or before the meeting. In the case of a corporation, partnership, trust or other entity, the vote shall be cast by the person designed in the Voting Certificate signed by an authorized representative of the entity and filed with the Secretary of the Association at or before the meeting.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy as signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the Association at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote and the manner in which the vote is to be cast.

4.00 MEMBERSHIP MEETINGS.

4.01 Who May Attend. In the event any Lot is owned by more than one person, all co-owners of the Lot may attend any meeting of the members. In the event any Lot is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any Lot shall be cast in accordance with the provisions of Article 3.00 above. Institutional Lenders shall have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the Association in Palm Beach County, Florida or at such other place in such county and at such time as shall be designated by a majority of the directors and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting (provided, however, two (2) days' notice will be deemed sufficient in the case of an emergency). For the purpose of determining members entitled to notice of, or to vote at,

any meeting of the members of the Association, or in order to make a determination of the members for any other purpose, the Board shall be entitled to rely upon the member register as same exists fourteen (14) days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a Lot is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the Lot, which may be given to any co-owner as defined in Paragraph 3.03.02 of these Bylaws. Notice to any member or co-owner shall be sent to the Lot of such member or co-owner, unless the Owner(s) of the Lot otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and for transacting any other business shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December.

4.06 Special Meetings. Except to the extent prohibited by applicable law, as long as the Declarant or CC Osprey Oaks, LLC, a Florida limited liability company, and its successors and/or assigns ("CC Osprey") is entitled to appoint any director, only the Declarant or CC Osprey may call a special meeting of the members. After the Declarant or CC Osprey is no longer entitled to appoint any director, special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than ten percent (10%) of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary or other officer of the Association, to all of the members within fifteen (15) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members who were present at such meeting.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

4.09.01 Determination of chairman of the meeting;

4.09.02 Calling of the role and certifying of proxies;

4.09.03 Proof of notice of meeting or waiver of notice;

4.09.04 Reading and disposal of any unapproved minutes;

4.09.05 Election of inspectors of election;

4.09.06 Determination of number of directors;

4.09.07 Election of directors;

4.09.08 Reports of directors, officers or committees;

4.09.09 Unfinished business;

4.09.10 New business; and

4.09.11 Adjournment

4.10 Minutes and Official Records. The minutes of all meetings of the members as well as all Official Records of the Association shall be kept in a book available for inspection by the members or their authorized representatives, and by the directors, at any reasonable time. The Association shall retain minutes and Official Records for a period of not less than seven years. Official Records shall mean those records defined in Section 720.303, Florida Statutes.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a Lot is owned by more than one person or by a corporation, the consent for such Lot need only be signed by one person who would be entitled to cast the vote for the Lot as a co-owner pursuant to Paragraph 3.03.02 of these Bylaws.

5.00 DIRECTORS.

5.01 Membership.

5.01.01 The affairs of the Association shall be managed by a Board consisting of three (3) directors. So long as CC Osprey is entitled to appoint any director pursuant to the Articles, the number of directors shall not be changed without the prior written consent of CC Osprey, which may be withheld in its sole and absolute discretion. After such time as CC Osprey no longer owns any Lots and so long as the Declarant is entitled to appoint any director pursuant to the Articles, the number of directors will be determined, and may be changed from time to time, by the Declarant by written notice to the Board. After the Declarant or CC Osprey is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing Board, if prior to such meeting of the members the Board votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the Board is not changed, then the number of directors shall be the same as the number on the Board prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner:

5.02.01 Within sixty days after the members other than the Declarant are entitled to elect a majority of the directors, as provided in the Articles, or within sixty (60) days after the Declarant notifies the Association in writing that it waives its right to appoint one or more directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days' notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the Declarant as to which the Declarant has waived its right to appoint. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting the members shall elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Declarant which would have been replaced by any directors elected by the members may resign without further liability or obligation to the Association. In the event such a special meeting is called and held, at such meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing Board may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the Board will not be altered by the members at the members' meeting. Nominations for

additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.02.04 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles. Within ninety (90) days after being elected to the Board, each newly elected director shall certify in writing to the secretary of the Association that he or she (a) has read the Community Documents and any other current written policies of the Association, (2) will work to uphold such documents and policies to the best of his or her ability, and (3) will faithfully discharge his or her fiduciary responsibility to the Association's members (the "Certification"). Alternatively, and in lieu of the Certification, a newly elected director may submit a certificate of satisfactory completion of the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes within one (1) year before or ninety (90) days after the date of the election ("Educational Certificate"). Any director who fails to timely provide the Certification or Educational Certificate shall be suspended from the Board until he or she complies with the requirement to provide a Certification or Educational Certificate and, in such case, the Board may temporarily fill the vacancy on the Board during the period of suspension. The Association shall retain each Certification and Educational Certificate for inspection by members for five (5) years after a director's election. Failure to have the Certifications and/or Educational Certificates on file does not, however, affect the validity of appropriate action taken by the Board.

5.04 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be filed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the Board shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone, fax or electronic mail, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, mailed at least seven (7) days before the day on which such meeting is to be held. Notice of the Directors' meeting shall also be posted in a conspicuous place in the community at least forty-eight

(48) hours in advance of the meeting or notices may be mailed to each member at least seven days before the meeting. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting.

5.08 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Declaration the Articles, or by these Bylaws. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

5.09 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a Board meeting shall be:

5.11.01 Calling of roll;

5.11.02 Proof of due notice of meeting;

5.11.03 Reading and disposal of any unapproved minutes;

5.11.04 Reports of officers and committees;

5.11.05 Election of officers;

5.11.06 Unfinished business;

5.11.07 New business;

5.11.08 Adjournment

5.12 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the members of the Association, or their authorized representatives, and the directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

5.13 Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.01 Any director other than a director appointed by the Declarant or CC Osprey may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive Board meetings, and/or adjournments and continuances of such meetings; or (b) is an Owner and has been delinquent for more than thirty (30) days after written notice in the payment of Assessments or other monies owed to the Association.

5.15.02 Any director other than a director appointed by the Declarant or CC Osprey may be removed with or without cause by the vote of a majority of the members of the Association at a special meeting of the members called by not less than two (2) of the members of the Association expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

5.15.03 A director or officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be automatically removed from office, thus creating a vacancy in the office to be filled in accordance with these By-Laws. However, should the charge be resolved without a finding a guilt or without acceptance of a plea of guilty or nolo contendere, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

5.16 Vacancies.

5.16.01 Vacancies in the Board may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special meeting of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary but subject to CC Osprey's right to elect one (1) director as described in the Articles, the Declarant at all times shall have the right to appoint

the maximum number of directors permitted by the Articles, and any vacancies on the Board may be filled by the Declarant to the extent that the number of directors then serving on the Board which were appointed by the Declarant is less than the number of directors the Declarant is then entitled to appoint.

5.16.02 In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these Bylaws, any Owner may apply to the Circuit Court of the County in which the Property is located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court of Palm Beach County, the Owner shall mail to the Association a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the Board, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5.17 Directors Appointed by the Declarant and CC Osprey. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Declarant pursuant to the Articles and CC Osprey shall have the right to appoint one (1) director in accordance to the Articles. All directors appointed by the Declarant shall serve at the pleasure of the Declarant and all directors appointed by CC Osprey shall serve at the pleasure of CC Osprey. Each of the Declarant and CC Osprey shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Declarant or CC Osprey shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the Declarant or CC Osprey shall become effective immediately upon delivery of such written instrument by the Declarant or CC Osprey.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the Association may reimburse any Director for expenses incurred on behalf of the Association without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law.

6.00 OFFICERS.

6.01 Members and Qualifications. The officers of the Association shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be

appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these Bylaws.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

6.05 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report to the Board the status of collections as requested.

Notwithstanding the foregoing, the Board may delegate to a management company or managing agent the power to collect Assessments, sign checks on behalf of the Association and to perform such other functions and duties as is customary, upon such terms and conditions and upon furnishing the Association such bond as the Board deems appropriate.

6.08 Compensation. The officers shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the Board from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for services to the Association, and in either such event to pay such director a reasonable fee for such management or services.

7.00 FINANCES AND ASSESSMENTS.

7.01 Assessment Roll. The Association shall maintain an Assessment roll for each Lot, designating the name and current mailing address of the Owner, the amount of each Assessment against such Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

7.02 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board.

7.03 Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board.

7.04 Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices and as required by Florida Statutes Section 720.303. The records shall be open to inspection by Owners and Institutional Lenders or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures and (b) the Assessment roll of the members referred to above. The Board may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the Association by a public accountant, and if such a review is made, a copy of the report shall be furnished to each member or their authorized representative within fifteen days after same is received by the Board.

8.00 PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

9.00 AMENDMENTS. Except as otherwise provided, these Bylaws may be amended in the following manner:

9.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Initiation. A resolution to amend these Bylaws may be proposed either by any director, or by or at the direction of twenty-five (25%) or more of the members of the Association.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors, or (b) by not less than two-thirds (2/3) of the votes of the entire membership of the Association. Any amendment approved by the members may provide that the Board may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding anything contained herein to the contrary but subject to the prohibition on changing the number of directors as set forth in Section 5.01.01 hereof, so long as the Declarant is entitled to appoint a majority of the directors, the Declarant shall have the right to unilaterally amend these Bylaws without the joinder or approval of the Board, any member, any Institutional Lender or any other party, subject, however, to the provisions of Paragraphs 9.04 and 9.05 of these Bylaws and applicable law.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale and conveyance by Declarant and CC Osprey of all Lots, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant or CC Osprey, unless the Declarant and/or CC Osprey shall join in the execution of the amendment, including, but not limited to, any right of the Declarant or CC Osprey to appoint directors.

9.05 No amendment to these Bylaws shall be made which discriminates against any Owner(s), or affects less than all of the Owners without the written approval of all of the Owners so discriminated against or affected.

9.06 No modification of, or amendment to, the Bylaws shall be valid until recorded in the public records of the county in which the Property is located.

10.00 MISCELLANEOUS.

10.01 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

10.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.03 Conflicts. In the event of any conflict, the Declaration, the Articles, and these Bylaws, shall govern, in that order.

10.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

10.05 Waiver of Objections. The failure of the Board or any officers of the Association to comply with any terms and provisions of the Declaration, the Articles, or these Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the Association within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

EXHIBIT "D"

SINGLE FAMILY HOME BUILDER DESIGN GUIDELINES

Intent

The objective of the Builder Design Guidelines for Osprey Oaks is to implement criteria which promote and maintain a high quality community appearance with an emphasis on proportionality and simple scaling of the homes. The Builder Design Guidelines are intended to allow flexibility and to encourage architectural variety while respecting the Builder's desire to meet the buyers' expectations. The Builders are encouraged to incorporate building technologies that exceed current energy standards. The Builder Design Guidelines may be amended and supplemented from time to time to achieve the aforementioned goals.

Scope

No construction of any nature, including any building, fence, wall, pool, screen, awning, shelter, structure, grading, exterior lighting or landscaping may commence until the elevations, site plans, floor plans, building specifications, colors, etc. have been approved in writing by Osprey Oaks Homes II Association, Inc. its successors and/or assigns (Osprey Oaks). After receipt of a certificate of occupancy, any modifications of the existing improvements must be approved by the Architectural Control Committee (ACC).

Plan Submittal Requirements

Osprey Oaks and/or the ACC, as applicable, may impose fees for the review of any plans or submittals required hereunder. The Builders are exempt from the payment of fees for the original submittal of plans and specifications for the initial construction of the homes.

The Builders shall make one (1) submittal for each model to be sold. Plans shall be submitted to John Markey, 2701 NW Boca Raton Blvd., Suite 103-106, Boca Raton, Florida 33432, and shall include, but not be limited to, the following:

1. Plot Plans:
-North Arrow (site plan)
-Scale
-Title Block
-Lot Number / Address
-Building layout, driveway, walks
-Set-back dimensions, rights of way, easements
-Drainage patterns, with grade elevations
-Proposed grades of finish floor

2. Architectural Plans:
-Scale ¼" per foot
-Floor Plans with Exterior Elevations
-Building dimensions
-Foundation details, grade and materials
-Roof sections, details, pitch and type

3. Exterior Specifications
-Materials
-Colors
-Finishes
-Doors
-Garage Door
-Windows
-Trim
-Exterior wall finishes
4. Architectural Renderings
-Plan depictions
-Photos

5. Landscaping Plans
-Scale 1"=10'
-Detailed drawing of landscape with dimensions
-Planting beds, areas to be grassed
-Plant materials (size and quantity)
-Tree types (size and quantity)
-Hardscapes

Plan Review Procedure
If Osprey Oaks and/or the ACC, as applicable, disapprove any plans submitted to it, they shall so notify the Builder or Owner in writing stating the specific reason or reasons for denying approval, whereupon the Builder or Owner shall revise the plans accordingly and resubmit same, at which time such resubmission will be treated hereunder as an original submission.
Variances or deviations from the Builder Design Guidelines may be granted in unique situations but will not set any precedent for future decisions. All such requests for variances shall be reviewed on an individual basis.

The Builder or Owner is responsible for submitting the plans to the appropriate governmental authority for review and approval. Nothing contained in the Builder Design Guidelines shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with.

Penalties for Noncompliance
If deviations from approved plans become apparent during or after construction, without having been approved previously, then the Builder or Owner must immediately correct the deviation at its sole cost and expense. Osprey Oaks and/or the ACC, as applicable, may impose fines and administrative fees for the violation of the Builder Design Guidelines. Osprey Oaks and/or the ACC, as applicable, may require construction bonds as a source of funds to cover damage to property, fees or fines imposed for the violation of the Builder Design Guidelines. If the

construction bond is insufficient to cover all costs and expenses of compliance the remaining cost shall be personal liability of the Builder or Owner.

Setbacks

1. **Intent**

Setbacks have been established as part of the Plat, the intent is have sufficient space between houses and streets and easements.

2. **Corner Lots**

Corner lots setbacks on all street sides are classified as in the Plat and Palm Beach County ULDC. The streetscape character can only be maintained within the minimum front yard setback. Building should be sited so that it does not face on street exclusively.

3. **Dimensioning**

Setbacks shall be measured either from the right-of-way line, top of lake bank, rear property line or side property line, whichever is the most restrictive. No portions of a building shall encroach upon an easement.

4. **General Building Setbacks:**

a. Front Yard: twenty-five (25') feet from right-of-way line, fifteen (15') is to a side loaded garage.

b. Side Yard: seven and one half (7.5') feet from side property line, fifteen (15') feet from the right-of-way line if adjacent to a street.

c. Rear Yard: fifteen (15') feet from rear property line.

In all cases the Plat and Palm Beach County ULDC ordinances and regulations shall govern setbacks.

Driveway and Walkways

Driveways will be integrated into each lot. The appearance of the driveway should be consistent and complimentary throughout the neighborhood.

Allowable hardscape: concrete pavers, stamped concrete, coated synthetic and concrete finishes as approved by the ACC.

Site Grading

Site grading should attempt to enhance the existing topography, protect the existing vegetation and provide positive drainage. Landscape mounding shall be implemented with smooth transitions resulting in subtle forms to enhance the existing conditions. Landscape mounding shall not be lumpy and abrupt, lots shall be graded to fully accommodate drainage requirements.

Where existing vegetation will be saved, the grades shall be maintained with positive drainage from the trunk to the drip line of the vegetation.

Drainage
Run-off should be directed per the engineered drawings, all drainage shall be directed away from dwelling units at a minimum of 2% or as directed by the engineer of record.

Sidewalks shall have a minimum cross slope of 2%

Landscape swales shall have one and one half (1½%) percent slope. Swales shall not hold water longer than 72 hours.

In all cases the Plat and Palm Beach County ULDC ordinances and regulations shall govern drainage

Retaining Walls
If space limitations result due to existing conditions of grade or plant materials, retaining walls may be employed to facilitate grade changes or to protect existing trees, etc. Retaining walls shall be constructed of materials which are compatible or match with those of the primary building. Allowable construction: masonry block, poured wall, brick, stone and concrete segmented walls.

General Design Programmed Elements:
Minimum Home Square Footage
65' Lot 2,200 SF
70'–80' Lot 2,400 SF
85'–100' Lot 3,200 SF

Maximum Home Square Footage
Per Plat and Palm Beach County ULDC regulations.

STRUCTURE
Single story
Two Story
Two/Three Car Garage
Reinforced concrete or reinforced concrete masonry exterior wall construction only
Fully engineered house and roof plans to meet wind code

FOUNDATIONS
Engineered slab on grade or stem wall foundation
All piers shall be concrete block with veneer masonry finish

WOOD FRAME
Exterior wall wood frame construction is not permitted. Wood truss roof systems.

CONCRETE BLOCK STRUCTURE
Block shall receive a finish toweled stucco coat or synthetic finish
Foam band trims allowed

EXTERIOR
Stone & Brick accents shall be allowed
Masonry or cementitious board lap siding accents only
Lap siding shall have 8" exposure and shall be painted or stained
Trim boards shall be cementitious or synthetic
Siding is allowed to be either rough or smooth
Paint colors must be approved by the ACC

EXTERIOR LIGHTING
Exterior lighting wall mounted lamps, recessed lights and down lights
Ground low voltage lighting
Lights shall be placed to avoid excessive intrusion on adjacent property owner.

WINDOWS
Window frames can be white, cream or bronze or approved color by the ACC.
Vinyl, aluminum and wood products are allowable
Mullins or window muntins (may be true divided lite or simulated divided lite)
Window proportionality is required
Transoms over doors with side lite are allowable

SOFFITS
stucco or vinyl

DOORS
Front doors shall be metal, wood or fiberglass
French single lite or multi-lite doors are allowed
Sliding glass doors with wood, vinyl and aluminum
Shutters with correct proportionality

ROOFING
Architectural grade metal roofing and Cement or clay roof tile
Roof colors by ACC approval only
Roof slopes can to be pre-dominantly 5/12 pitch or greater
Eave drip to be white, cream, black or brown to match fascia
Galvanized metal, copper or tin accents
Gutters to be minimum 6"

GARAGE
Raised panel steel garage door
Garage Doors, raised panel, accessory windows
Garages to be drywalled and painted

WALKS AND DRIVEWAYS
Minimum 3' wide concrete walks from front entry to driveway
Concrete driveway
Concrete patio per plan
Paver driveways, patios and walkways in lieu of concrete

LANDSCAPING
Professionally landscaped yards
Shrub material in fronts and around HVAC Equipment, back to back lots must have rear yard shrubs and minimum of one tree (Live Oak, Magnolia, Lugustrum, Red Maple)
Full automatic irrigation system
Planting beds to receive 4" of pine bark mulch
Lake banks to be irrigated and planted with St. Augustine grass
Drought resistant native-plant materials are encouraged
All corner lots shall have a street tree (4" Live Oak) placed in the center of the lots along both rights of away.

ENCLOSURES
Screen enclosures surrounding pools are to be black or bronze
Screen enclosures surrounding patios and rear porches are to be black or bronze

FENCING
4' black aluminum placement shall be from building corners to rear lot line.

POOLS & SPAS
Separate review for drainage criteria and equipment location are necessary. Shall meet setback requirements

ACCESSORY STRUCTURES
Accessory Structures require separate review for architectural guideline compliance

MAILBOXES
There shall be a uniform mailbox design that is required and installed by the Builder.
The location and height shall be in accordance with the US postal service regulations.
All mailboxes shall be aluminum with house address applied in uniform style.

HOUSE ADDRESS
Placement of the house numbers shall be a uniform style and placed consistently on all houses.

MECHANICAL EQUIPMENT
All mechanical equipment including, but not limited to power meter, trash cans, HVAC units, and pool//spa equipment shall be screened from the street and from adjacent lots either with masonry walls, fencing and or landscape shrubbery.

HVAC units, pool mechanical and other noise producing equipment shall be located away from bedrooms of the adjacent property owners to the extent possible.

Solar equipment use shall be encouraged, however will require review by the ACC and will be reviewed on its own merits.

Satellite Dishes must be approved.

Exterior antennas of any type are not permitted.

FENCES

On lakes lots 4' foot open, transparent view fences are allowable, such as black aluminum, black wrought iron.

All fencing must be approved.

CONSTRUCTION ACTIVITY

During construction, all debris shall be placed in a single location on the lot of the construction site only. The debris shall be contained by some type of container to assist in keeping the debris from being scattered. After construction no debris or trash of any kin shall remain on any lot, or on sidewalks or streets contiguous thereto; no excess building material, storage shed or trash shall remain on such a lot, sidewalk or street. It is hereby made the duty of the Builder or Owner to remove or cause to be removed any and all of the above debris within 72 hours of notification by Osprey Oaks and/or the ACC, as applicable. Failure to comply with the request will cause removal of the debris by action of Osprey Oaks and/or the ACC, as applicable and all related costs will be charged to the Builder or the Owner.

Construction activity shall be limited to working hours for construction personnel to 7:00 a.m. to 7:00 p.m. (or sunset when earlier) Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturdays until the first homeowner closes. Thereafter, construction activity which generates noise shall be limited to working hours for construction personnel to 8:00 a.m. to 6:00 p.m. (or sunset when earlier) Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction work will be allowed on Sundays or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Osprey Oaks and/or the ACC, as applicable, may allow exceptions to this rule under special circumstances and with prior written authorization.

A portable toilet must be placed on the lot by the time the lot clearing is complete. A dumpster must be placed on the lot by the time the plumbing installation begins. No children, animals or loud music allowed on job sites.

Osprey Oaks II
Architectural Review Application
2701 Boca Raton Blvd., Suite 103-106
Boca Raton FL 33432

To: Architectural Review Committee Date_____
Phase:_____
Lot No._____
Property Address: _____
_____
Builder/Owner:_____
Mailing Address:_____
_____
Phone:_____
Contact:_____

Two sets of plans required with each application

_____ Plot Plan
_____ Architectural Plans
_____ Exterior specifications (Accents, windows, doors, etc.)
_____ Color chip samples (denote body, trim and roof colors).
_____ Exterior Color Selections
_____ Pool Plan and Details (including survey with pool location)
_____ Accessory Structure/ Play Equipment
_____Landscape Plan

Signature: _____ Date: _____

Date Received by ARC:_____
Your application is approved/disapproved subject to the following conditions, if any:
_____
_____
_____
Signature:_____
Title:_____ Date:_____

Note: These plans have been reviewed for the limited purpose of determining compatibility with the Builder Design Guidelines. No review has been made with respect to functionality, safety, compliance with governmental regulations or otherwise and no reliance on this approval should be made by any party with respect to such matters. The approving party expressly disclaims liability of any kind with respect to these plans, the review hereof, or any structures built pursuant hereto, including, but not limited to, liability for negligence or breach of express or implied warranty.

This approval concerns only the submitted plans. You are still responsible to obtain whatever permits, licenses and approvals may be necessary to improve the property in accordance with the submitted plans. This approval must not be considered to be permission to encroach on another

property owner's rights to use and enjoy all possible property rights. Approval of the plans does not constitute a warranty or representation by the approving party that the proposed improvements will be consistent with the development plans of any other landowner.

In addition, this approval does not in any way grant variances to, exceptions, or deviations from any setbacks or use restrictions unless a specific letter of variance request is submitted and a specific letter of "variance approval" is issued by the party entitled to enforce such setbacks or restrictions. This approval does not constitute approval of any typographical, clerical or interpretative errors on the submitted plans.

Compliance with all applicable building codes is the responsibility of the Builder/Owner and not that of the approving party. ***The Builder/Owner is responsible for positive drainage during and after the construction of the lot. No water drainage is to be diverted to adjoining lots.***

Compliance with all approved architectural and landscaping is the responsibility of the Builder/Owner, and any change to the approved plans without prior approval subjects these changes to ***disapproval***, and ***enforced*** compliance to the approved plans may result.

The Builder/Owner is responsible for requesting a Final Inspection.

EXHIBIT "E"
SFWMD PERMIT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-09717-P
DATE ISSUED:May 3, 2011

Form #0941
08/95

PERMITTEE: B R OSPREY ACQUISITION L L C
C/O J K M DEVELOPERS L L C
2701 N W BOCA RATON BLVD STE 103
BOCA RATON, FL 33431

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve 12.11-acres of residential development known as Osprey Oaks Parcels 2 and 3.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 11 TWP 45S 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. 110121-10, dated January 21, 2011. This action is taken pursuant to Rule 40E-1.603 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 6),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 2 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 3rd day of May, 2011, in accordance with Section 120.60(3), Florida Statutes.

BY: Anita R. Bain

Anita R. Bain
Director - Environmental Resource Permitting Division
Palm Beach Service Center

Certified mail number 7005 3110 0001 8077 7113

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee 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-1.659, 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

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-1.6107, 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, 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

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-1.6105 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.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 3, 2016.

2. Operation of the surface water management system shall be the responsibility of OSPREY OAKS HOMES I I ASSOCIATION, INC.. 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:

   1-3' WIDE SHARP CRESTED weir with crest at elev. 19.25' NGVD 29.
   1-6" W X 6" H X 53.33 deg. TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
   531 LF of 18" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : LWDD L-19 Canal
   Control elev : 16 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. 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, unless shown on the plans.

8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.

9. 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.

10. 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.

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

12. 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.

13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout

SPECIAL CONDITIONS

canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation: BASIN: Parcels 2 & 3 - 21.50 feet NGVD 29.

15. Minimum road crown elevation: Basin: Parcels 2 & 3 - 19.00 feet NGVD 29.

16. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in or adjacent to other surface waters in accordance with Exhibit No. 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the surface waters.

17. Prior to development of the lots, a letter modification of the permit will be required. Plans and documentation shall be submitted to demonstrate compliance with the land use and site grading assumptions made in this application.

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

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is 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 7-1-86, 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 24680, 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 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 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: May 20, 2011

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Osprey Oaks Parcels 2 & 3

Permit No.: 50-09717-P

Application No.: 110121-10

Associated File: 110127-7 WU Concurrent
110303-4 WU Concurrent

Application Type: Environmental Resource (New General Permit)

Location: Palm Beach County, S11/T45S/R42E

Permittee : B R Osprey Acquisition L L C

Operating Entity : Osprey Oaks Homes I I Association, Inc.

Project Area: 12.11 acres

Project Land Use: Residential

Drainage Basin: C-16

Receiving Body: L.W.D.D. L-19 Canal **Class:** CLASS III

Special Drainage District: Lake Worth Drainage 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 12.11-acres of residential development known as Osprey Oaks Parcels 2 and 3.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located on the north side of Western Way, approximately 0.75 miles east of Jog Road in Palm Beach County.

There are no permitted surface water management facilities within the project area. The two parcels were used as ornamental nurseries that have stopped operation. The site contains buildings, abandoned fields, miscellaneous nursery debris and disturbed upland vegetation communities. A dense thicket of Brazilian pepper, landscape ornamental species, and cypress trees in the southwestern portion of the site lacks any indicators of wetland hydrology, and is further described in the "Wetlands" section of this staff report. A ditch located along the northern portion of the site contains water only in a few isolated portions. A small portion of the project will occur in the Lake Worth Drainage District L-19 Canal for construction of a headwall. There are no wetlands located within or affected by the proposed project.

PROPOSED PROJECT:

This application is a request for the construction and operation of a surface water management system to serve 12.11-acres of single-family residential development known as Osprey Oaks Parcel 2 & 3 located in Palm Beach County. The project includes the construction of the proposed road (Sisken Terrace), associated utilities and overall surface water management system. No individual lot construction is proposed at this time.

The surface water management system will consist of inlets, culverts and swales which will direct runoff into a wet detention area. Discharge from the wet detention area will be to the Lake Worth Drainage District (LWDD) L-19 Canal through a proposed control structure. The proposed control structure will consist of an FDOT Type "E" structure with a 3' wide weir within a crest at elevation 19.25' NGVD and an inverted triangular orifice (6" by 6") with an invert elevation of 16.0' NGVD. The receiving body is the LWDD L-19 Canal, located south of the project.

The applicant will provide 809 LF of 18" RCP to replace the conveyance provided by the existing ditch located on the north side of the property that will be filled as part of this project.

Prior to development of the lots, a letter modification of the permit will be required. Plans and documentation shall be submitted to demonstrate compliance with the land use and site grading assumptions made in this application.

LAND USE:

Construction:
Project:

	Total Project	
Building Coverage	1.61	acres
Lake	1.82	acres
Lake Bank	1.19	acres
Other	.63	acres
Pervious	6.86	acres
Total:	**12.11**	

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 : 12.5 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Parcels 2 & 3	1.18	Discharge Formula	1	19.24

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 (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Parcels 2 & 3	20.35	21.5	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 : 5 YEAR-1 DAY Design Rainfall: 6.5 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Parcels 2 & 3	17.76	19

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Parcels 2 & 3	12.11	16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Parcels 2 & 3	1	LWDD L-19 Canal

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 Angle	Invert Elev.
Parcels 2 & 3	1	1	Triangular Orifice	6"	6"		53.33 deg.	16

Culverts:

Discharge Structures:

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
Parcels 2 & 3	1	1	Reinforced Concrete Pipe		531'	18"

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Parcels 2 & 3	1	1	Sharp Crested	3'				19.25 (crest)

WATER QUALITY :

Water quality treatment for one inch over the entire site will be provided within a 1.82-acre wet detention area. No adverse water quality impacts are anticipated as a result of the proposed project.

Turbidity and erosion control measures as depicted in Exhibit 2 and required by Special Condition No. 16 will be installed prior to construction and maintained in good working order until the completion of the on-site construction and approval by the District's post-permit compliance staff.

Basin		Treatment Method		Vol Req.d (ac-ft)	Vol Prov'd
Parcels 2 & 3	Treatment	Wet Detention	1.82 acres	1.01	1.01

WETLANDS:

The application included a proposal to mitigate for impacts to 0.68 acre of cypress wetlands delineated in a non-binding wetland determination letter from the District, dated May 11, 2005. At the time of the delineation, the nursery was operating and irrigating landscape ornamental plants located under the cypress canopy. Since that time, the nursery closed and irrigation has not been provided. The community is infested wih Brazilian pepper, areca palms and other non-native species. The ground surface is covered with abandoned nursery debris, accumulated leaves and other detritus, and cut and fallen cypress trees. Other than a few patches of swamp fern, the community lacks ground cover and understory species, including regeneration of young cypress typical of a cypress wetland. Some of the standing cypress trees are dry and rotten at the bases and lack stain lines, lichen lines, moss collars or other indicators of water at, above, or near the ground surface. The ground surface and soils are similarly lacking any staining or other indicators of wetland hydrology. It is possible that wetland hydrology was maintained by irrigation. When the supplemental water was removed, the effects of local drainage prevailed, eliminating hydrological conditions necessary to support the wetland. Currently the area lacks wetland hydrology and is not considered a wetland so mitigation is not required for impacts to the site.

Approximately 0.48 acres of other surface waters (the east-west ditch on the north side of the site) will be filled for construction of the project.

Wetland Inventory :

CONSTRUCTION NEW -Construct residential development and SWM system

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluccs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
ditch	ON	510	Direct	.48							.000	.000
			Total:	.48								.00

Fluccs Code	Description
510	Streams And Waterways

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:

The applicant has indicated that surface water will be used as a source for irrigation water for the project. Water Use application number 110127-7 is being processed concurrently for this project.

The applicant has indicated that dewatering for on-site lake excavation will be required for construction of this project. Water Use application number 110303-4 is being processed concurrently 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.

CERP:

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

Potable Water Supplier:

Palm Beach County Water Utilities Department

Waste Water System/Supplier:

Septic Tanks

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

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:

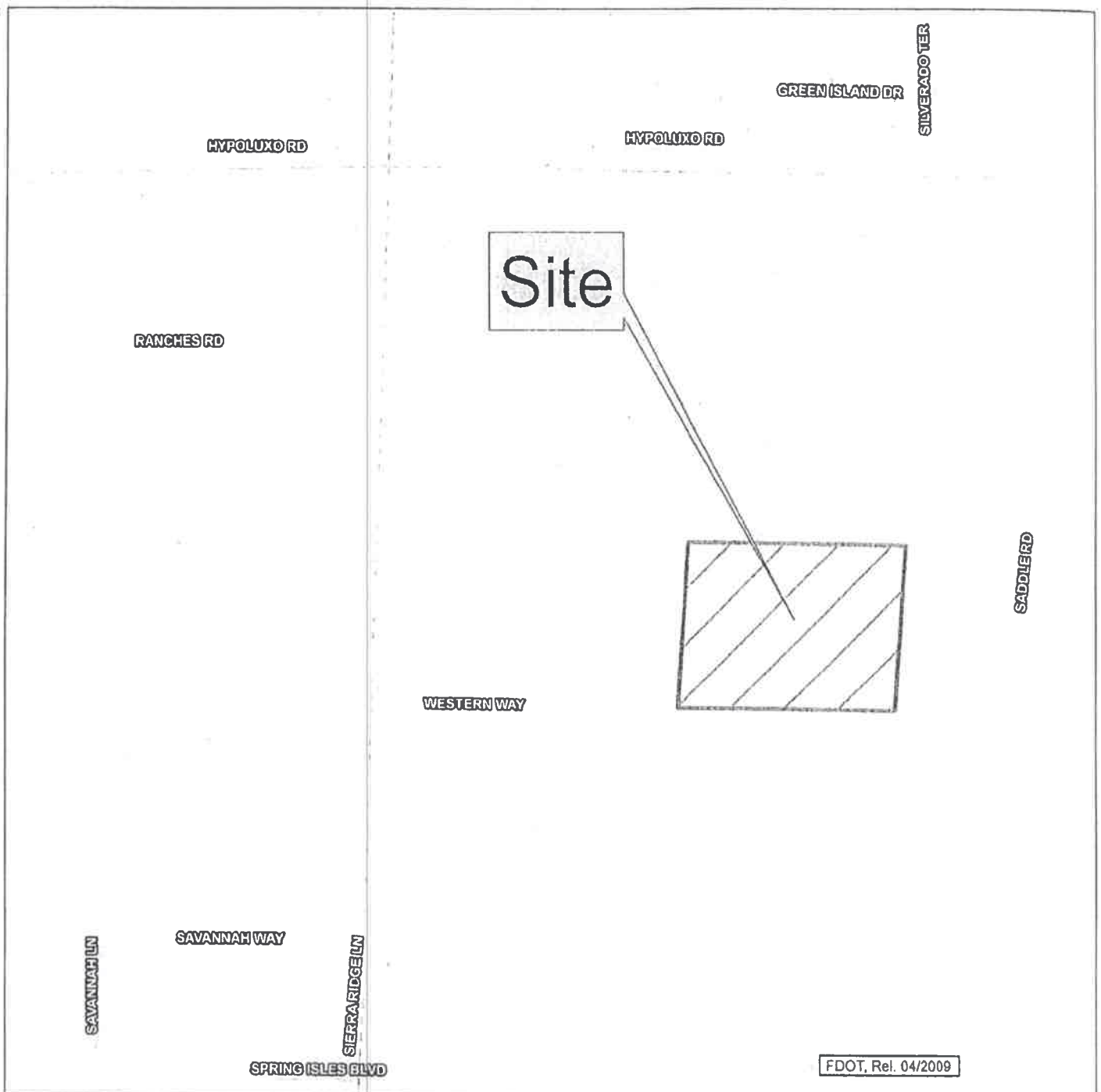
Barbara J. Conmy

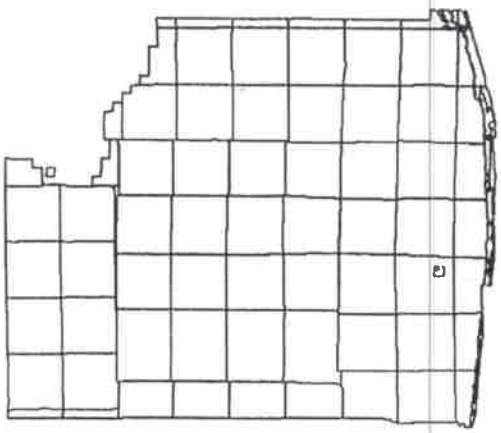
DATE: 5/2/11

SURFACE WATER MANAGEMENT:

Carlos A. de Rojas, P.E.

DATE: 4/29/11





PALM BEACH COUNTY, FLORIDA

N

Legend

Application

Map Date: 4/29/2011

Application Number: 110121-10

Permit Number: 50-09717-P

Project Name: OSPREY OAKS PARCELS 2 & 3

0 650 1,300

Feet

Exhibit : 1

PAVING, GRADING, & DRAINAGE PLANS
FOR

Osprey Oaks Parcels 2 & 3

Palm Beach County, Florida

LEGAL DESCRIPTION

The West half of the East half of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 11, Township 45 South, Range 42 East, EXCEPT the South 30 feet and the North 25 feet for road and canal purposes. Otherwise described as the West Half of Lot 3, Block 6, Palm Beach Ranches (unrecorded plat).

Together With:

The West1/2of the Northwest1/4of the Southeast1/4of the Northwest1/4of Section 11, Township 45 South, Range 42 East, of Palm Beach County, Florida, EXCEPT the South 30 feet and the North 25 feet for road and canal purposes, otherwise described as Lot 4, Block 6, Palm Beach Ranches (unrecorded plat).

Together With:

The East half of the Northeast1/4of the Southwest1/4of the Northwest1/4of Section 11, Township 45 South, Range 42 East, except the North 25 feet and the South 30 feet for road and canal purposes, and otherwise described as Lot 5, Block 6, Palm Beach Ranches (unrecorded plat).

LOCATION MAP
S 11, T 45S, R 42E
NOT TO SCALE

INDEX OF SHEETS

SHEET DESCRIPTION	SHEET NO.
CONSTRUCTION PERIOD STORMWATER POLLUTION PREVENTION PLAN	1
PAVING, GRADING, & DRAINAGE PLANS	2 - 3
CONSTRUCTIONS DETAILS	4 - 6

PROJECT NO. 10124
November 2010

110121-10

ADD/REVISED SUBMITTAL
MAR 21 2011

CALL SUNSHINE
1-800-432-4770
FIRST CALL OF FLORIDA
1-800-237-3383

JAMES WADE MARANAN
LICENSE
No. 47055
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

MAR 21 2011

SCHNARS
ENGINEERING CORPORATION

OWNER:

BR Osprey Aquisitions, LLC
2701 NW Boca Raton Boulevard, Suite 103
Boca Raton, Florida 33431

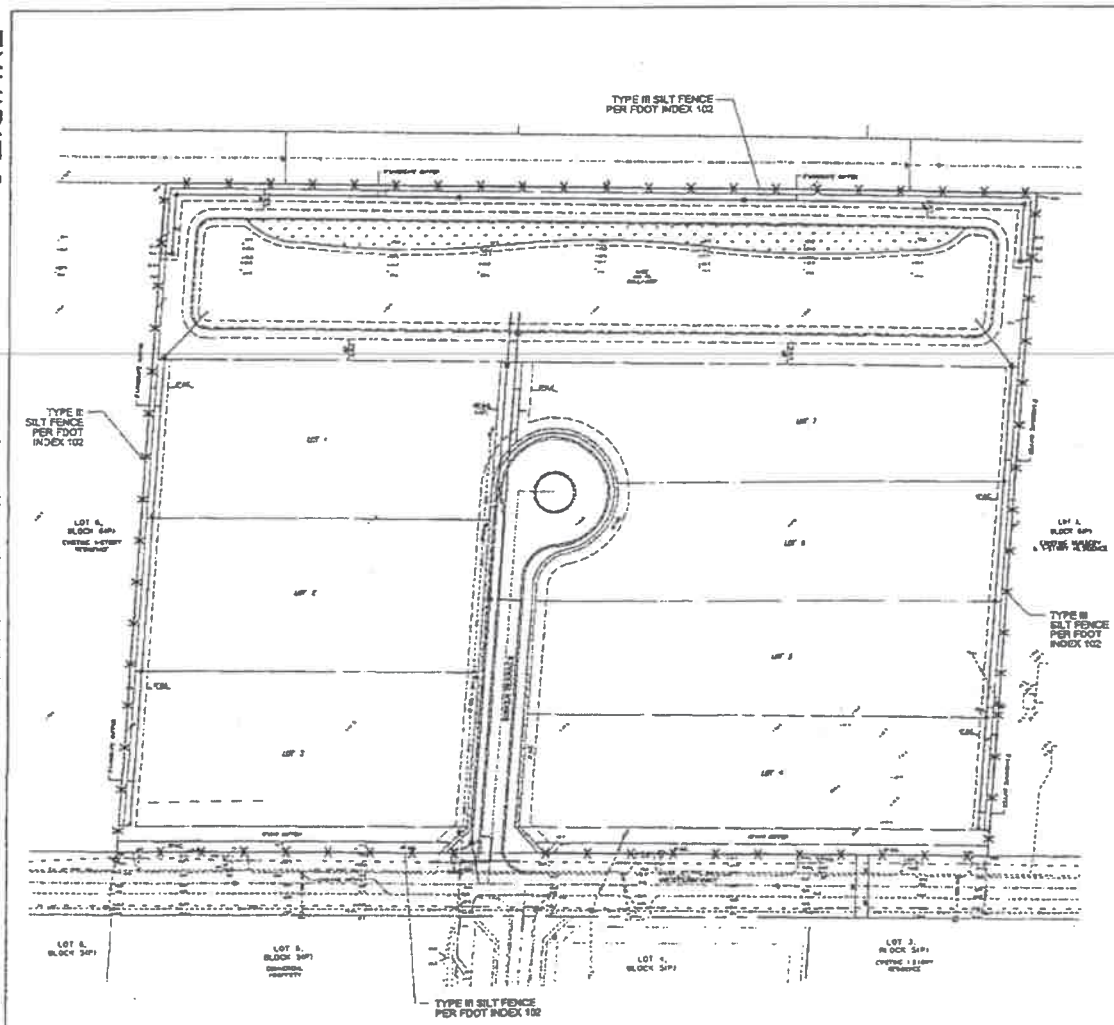
SCHNARS ENGINEERING CORPORATION
949A CLINT MOORE ROAD • BOCA RATON, FLORIDA 33487
TEL: (561) 241-6455 • FAX: (561) 241-5182
Certificate of Authorization No. 6640

EXHIBIT 2
Application 110121-10
Page 1 of 7

EXHIBIT 2

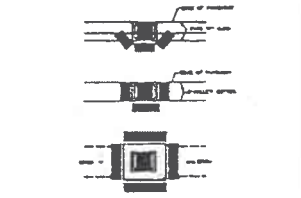
Application 110121-10

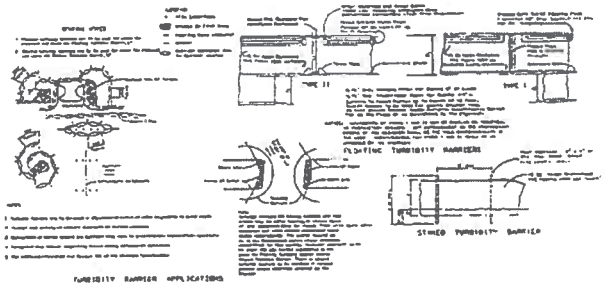
Page 2 of 7



EROSION AND SEDIMENTATION CONTROL NOTES

1. ALL SEDIMENT CONTROL FEATURES ARE TO BE ADJUSTED AS NEED FIELD CONDITIONS DICTATE. ADDITIONAL SEDIMENT CONTROL FEATURES MAY BE REQUIRED BY THE ENGINEER OR OTHER REGULATORY AGENCIES AS CONSTRUCTION PROGRESSES.
2. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR CONVEYANCE SYSTEM DURING CONSTRUCTION BY PROTECTING EACH INLET AND OPEN DITCH AT THE DOWNSTREAM POINT OF DISCHARGE FROM THE SITE. ANY SEDIMENT WHICH DOES ENTER A CONVEYANCE SYSTEM WILL BE REMOVED BEFORE IT IS TRANSPORTED OFF THE SITE.
3. SEDIMENT TEMPORARILY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS AND SIDE EMBANKMENTS, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL LINING WILL BE INSTALLED AT BOTH THE DOWNSTREAM ENDWALL AND HEADWALL.
4. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL PRACTICES MUST BE PERFORMED AFTER EACH RAINFALL. ANY PRACTICE THAT SHOWS SIGNS OF FAILURE SHALL BE REPAIRED IMMEDIATELY.
5. DURING CONSTRUCTION, THE PERMITTEE SHALL BE RESPONSIBLE FOR CORRECTING ALL EROSION AND SEDIMENTATION PROBLEMS ASSOCIATED WITH THE PROJECT AND OFF-SITE ACTIVITIES THAT MAY BE CAUSED BY THE PROJECT. THIS SHALL INCLUDE ADDITIONAL MEASURES AS MAY BE REQUIRED BY THE DISTRICT OR OTHER LOCAL, STATE OR FEDERAL AGENCIES.
6. PERMITTEE AND CONTRACTOR ARE RESPONSIBLE FOR REMOVAL OF ALL UNAUTHORIZED SEDIMENT DEPOSITS OUTSIDE THE PERMITTED AREA AFFECTED BY THE PROJECT. REMOVAL SHALL BE COMPLETED IN A TIMELY MANNER AS DETERMINED BY THE DISTRICT OR OTHER AGENCIES.
7. EROSION CONTROL DESIGNS AND CONSTRUCTION SHALL FOLLOW THE RECOMMENDATIONS OF PUBLIC ROAD, DEPARTMENT OF TRANSPORTATION AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
8. ADDITIONAL SITE SPECIFIC MODIFICATIONS OR ALTERNATIVES TO THESE EROSION CONTROL DETAILS MAY BE APPROVED IN THE FIELD BY THE DISTRICT OR DELEGATED AGENCY IF CONDITIONS WARRANT.
9. FILTER FABRIC SHALL BE INSTALLED ON ALL STORMWATER INLETS PRIOR AND SHALL BE PLACED AROUND EACH GRATED INLET IN SUCH A MANNER AS TO PREVENT SEDIMENT LADEN WATER FROM ENTERING STORMWATER SYSTEM DURING CONSTRUCTION.
10. SILT FENCES OR STRAW BALES SHALL BE INSTALLED AT NATURAL AND/OR MANMADE TOES OF SLOPES, AROUND THE PERIMETER OF WETLANDS AND ALONG THE TOP OF BANKS OF LAKES AND OTHER WATER BODIES, AS SHOWN ON THE PLANS. EACH SILT FENCE OR STRAW BALE BARRIER SHALL BE TRENCHED IN A MINIMUM OF 4 INCHES AND BACKFILLED. STAKES SHALL BE PLACED AT A MAXIMUM SPACING OF 10 FEET FOR SILT FENCE AND 4 FEET FOR STRAW BALES. SILT FENCES SHALL BE PLACED AT LEAST FIVE FEET FROM THE TOE OF SLOPE WHERE POSSIBLE. SILT FENCES AND STRAW BALES SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRED OR REPLACED AS NECESSARY TO MAINTAIN A FUNCTIONAL BARRIER. SILT FENCES AND STRAW BALES SHALL BE REMOVED WHEN THEY ARE NO LONGER REQUIRED FOR SEDIMENT CONTROL AND DISPOSED OF PROPERLY.
11. WATER TRUCKS SHALL BE UTILIZED TO MINIMIZE DUST EMISSIONS.
12. A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND MAINTAINED AT ALL POINTS OF INGRESS AND EGRESS TO THE PROJECT SITE. THE ENTRANCE SHALL CONSIST OF A MINIMUM THICKNESS OF 6 INCHES OF 1 TO 3 INCH STONE OVER THE FULL WIDTH OF INGRESS AND EGRESS POINTS. THE LENGTH OF THE ENTRANCE SHALL BE AT LEAST 50 FEET.
13. ALL VEHICLES ON THE SITE SHALL USE THE CONSTRUCTION ENTRANCE(S). ALL VEHICLES LEAVING THE SITE SHALL PASS OVER THE ENTRANCE(S) AND ALL VEHICLE TIRES SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC ROADS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
14. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAYS MUST BE REMOVED IMMEDIATELY.
15. STOCKPILES OF SOFT OR LOOSE MATERIAL SHALL BE PROTECTED WITH SEDIMENT TRAPPING MEASURES.
16. ALL DISTURBED AREAS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT EROSION CONTROL FEATURES AS SOON AS PRACTICABLE.
17. ALL SLOPES GREATER THAN 3:1 SHALL BE PROTECTED WITH EROSION CONTROL BLANKET.
18. ALL SLOPES GREATER THAN 2:1 SHALL BE PROTECTED WITH EROSION CONTROL BLANKET AND VEGETATED WITH APPROPRIATE GRASSES OR LEGUMES.
19. ALL SLOPES GREATER THAN 3:1 IN SANDY SOILS SHALL BE PROTECTED WITH SOD, EROSION CONTROL BLANKET OR TEMPORARY MULCH AND VEGETATED WITH APPROPRIATE GRASSES OR LEGUMES.
20. ALL GRADED AREAS SHALL BE PERMANENTLY PLANTED, SODDED OR MULCHED IMMEDIATELY UPON FINAL GRADING.
21. ALL DISTURBED AREAS MUST BE MAINTAINED IN GOOD CONDITION UNTIL FINAL STABILIZATION IS COMPLETED AND THE PERMIT IS TERMINATED OR TRANSFERRED.
22. ALL SEDIMENT CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING.
23. ALL SEDIMENT CONTROL DEVICES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY MEASURES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE DISTRICT OR DELEGATED AGENCY. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM DISPOSITION OF TEMPORARY MEASURES SHALL BE IMMEDIATELY STABILIZED.
24. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED SITE. UNLESS OTHERWISE AUTHORIZED BY THE DISTRICT OR DELEGATED AGENCY, THE PERMITTEE SHALL REMOVE ACCUMULATED SEDIMENT BEHIND SILT FENCES AND OTHER SEDIMENT CONTROL MEASURES WHEN IT REACHES A DEPTH OF 1/2 THE HEIGHT OF THE BARRIER.
25. ALL DISTURBED AREAS MUST BE GRADED TO PREVENT STANDING WATER EXCEPT WHERE PERMANENT WATER BODIES ARE DESIGNED.
26. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLANS AND MAINTAINED UNTIL FINAL SITE STABILIZATION IS ACHIEVED.
27. ALL DISTURBED AREAS MUST BE STABILIZED WITH PERMANENT VEGETATION, MULCH OR OTHER COVER AS SOON AS PRACTICABLE AFTER FINAL GRADING IS COMPLETED.
28. ALL DISTURBED AREAS MUST BE STABILIZED WITH PERMANENT VEGETATION, MULCH OR OTHER COVER AS SOON AS PRACTICABLE AFTER FINAL GRADING IS COMPLETED.
29. ALL DISTURBED AREAS MUST BE STABILIZED WITH PERMANENT VEGETATION, MULCH OR OTHER COVER AS SOON AS PRACTICABLE AFTER FINAL GRADING IS COMPLETED.
30. ALL DISTURBED AREAS MUST BE STABILIZED WITH PERMANENT VEGETATION, MULCH OR OTHER COVER AS SOON AS PRACTICABLE AFTER FINAL GRADING IS COMPLETED.





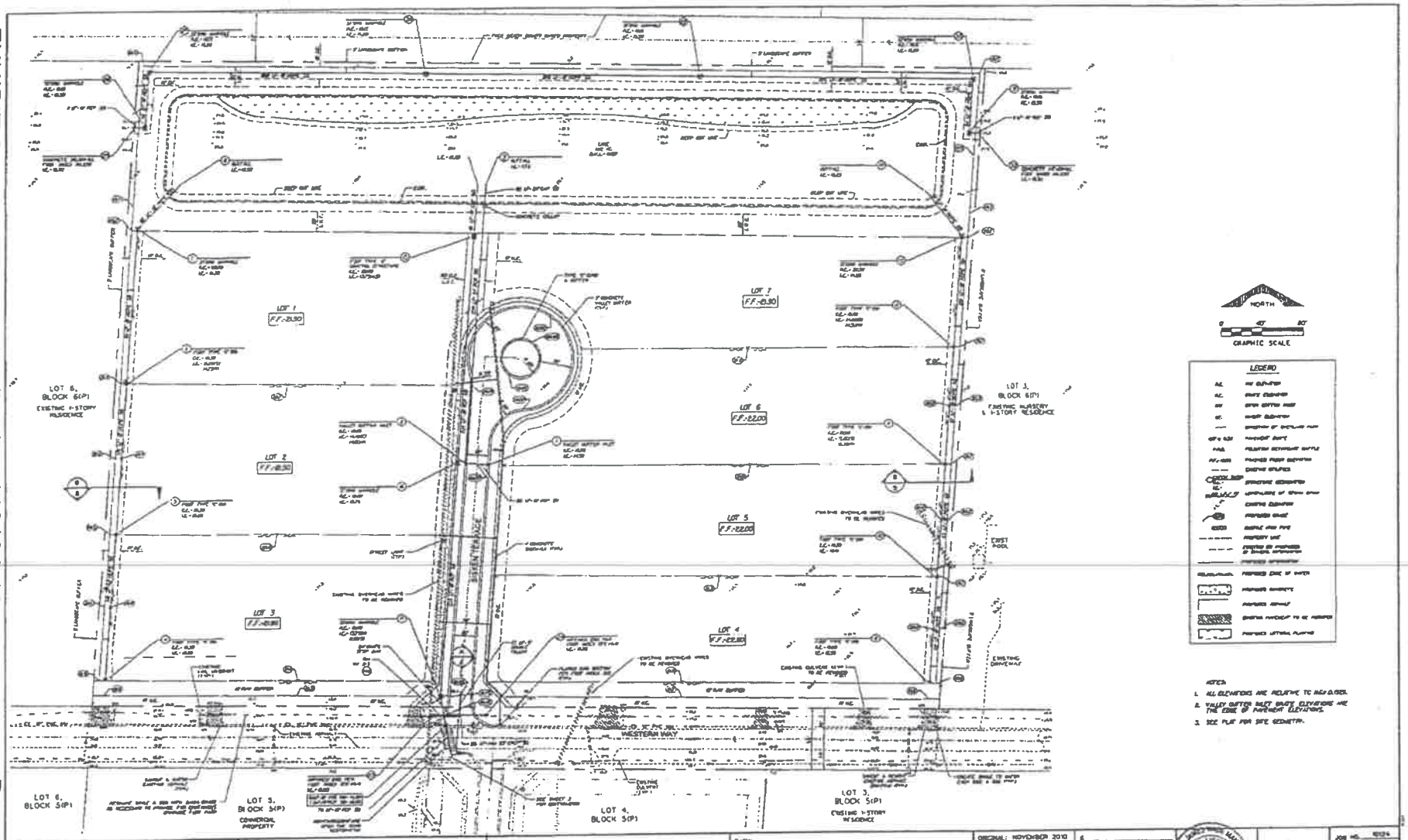
SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: CONSTRUCTION PERIOD STORMWATER
	2701 NW BOCA RATON BLVD., SUITE 103	PARCELS 2 & 3	POLLUTION PREVENTION PLAN
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA	

ORIGINAL: NOVEMBER 2010
REVISIONS: 1 2 3 4 5 6 7 8 9 10 11 12

JAMES WADE ADAMS, P.E. No. 67999, STATE OF FLORIDA, PROFESSIONAL ENGINEER

MAR 21 2011

JOB NO. 10124
DRAWN RJD
DESIGNED JWA
CHECKED JWA
QC JWA
SHEET 1 of 6



SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC 2701 NW BOCA RATON BLVD., SUITE 103 BOCA RATON, FLORIDA 33431	PROJECT: OSPREY OAKS PARCELS 2 & 3 PALM BEACH COUNTY FLORIDA	TASK: PAVING, GRADING, & DRAINAGE PLAN

ORIGINAL: NOVEMBER 2010
REVISIONS
1 2/24/11 PER COMMENTS
2 3/18/11 PER COMMENTS

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CHECKED JTS
D.C. JWH
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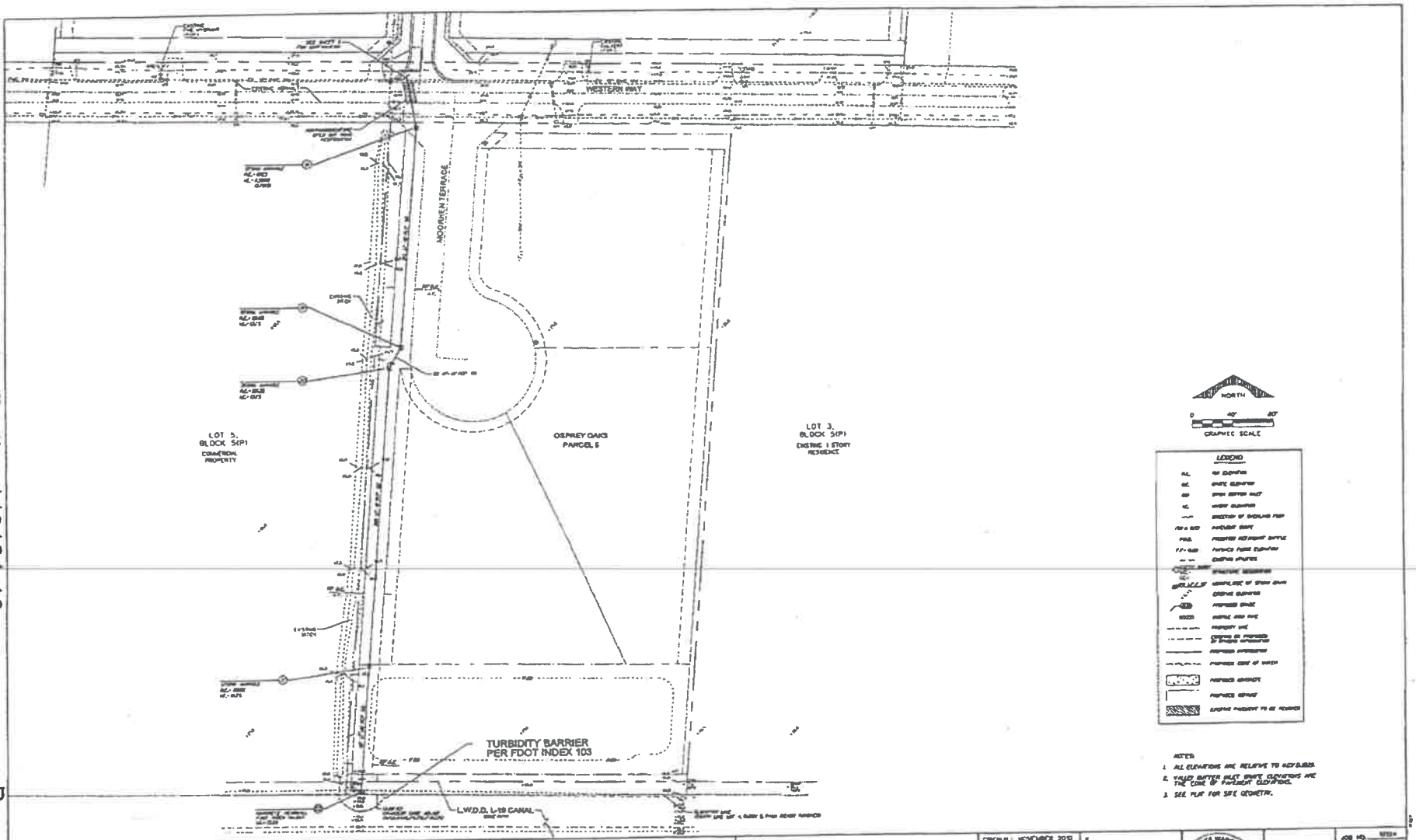

SCHNARS
ENGINEERING CORPORATION

BR OSPREY AQUISITIONS, LLC
2701 NW BOCA RATON BLVD., SUITE 103
BOCA RATON, FLORIDA 33431

OSPREY OAKS
PARCEL 2 & 3
PALM BEACH COUNTY FLORIDA

PAVING, GRADING, & DRAINAGE PLAN

ORIGINAL NOVEMBER 2012
REVISIONS:

MAR 1 1 2013

JOB NO. 12124
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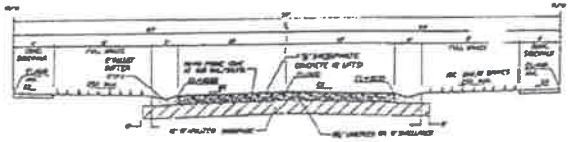
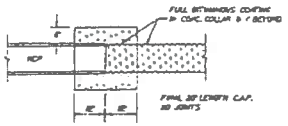
DESIGNED JMM
CHECKED JTS
Q.C. JMM
SHEET 3 OF 6



TYPICAL ROADWAY SECTION



CONCRETE COLLAR DETAIL
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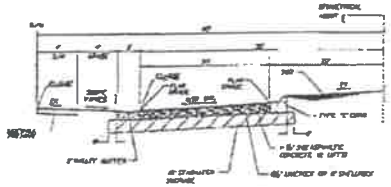

CULDESAC CROSS SECTION
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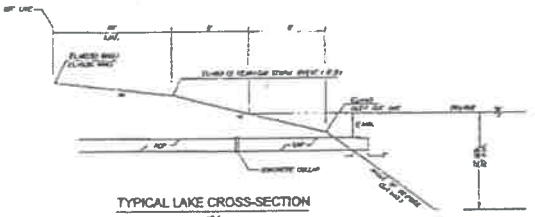

TYPICAL LAKE CROSS-SECTION
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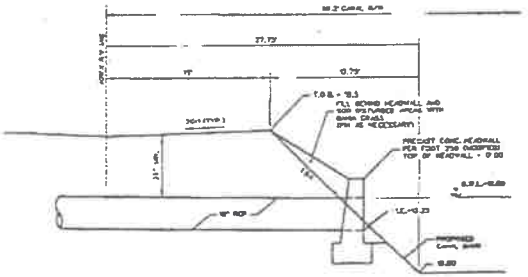

CULVERT CONNECTION TO LWDD L-19 CANAL
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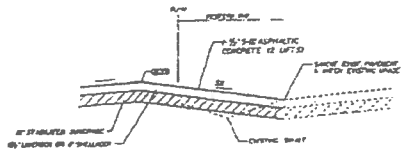

SECTION A-A
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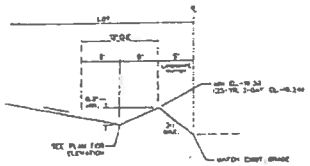

SECTION B-B
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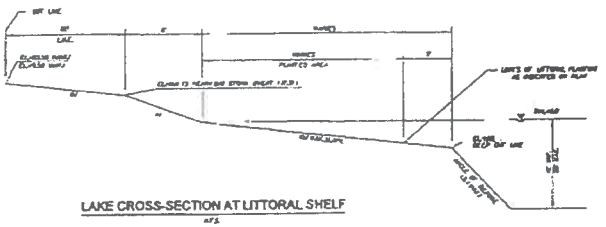
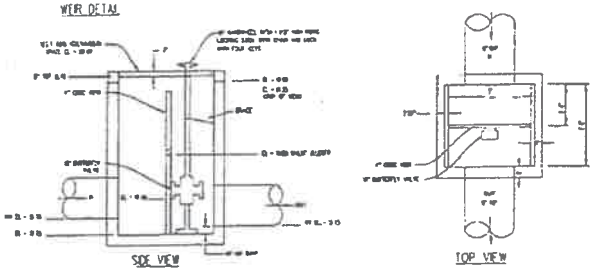


LAKE CROSS-SECTION AT LITTORAL SHELF
N.T.S.

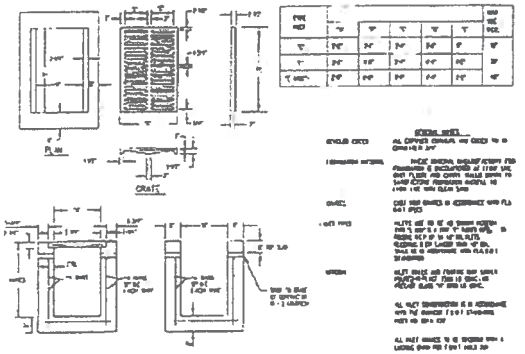
SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: CONSTRUCTION DETAILS	ORIGINAL: NOVEMBER 2010
	2701 NW BOCA RATON BLVD., SUITE 103	PARCELS 2 & 3		REVISIONS:
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA		1 2 3 4 5 6 7 8 9 10

JAMES WADE MARSHALL — LICENSE No. 47068 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

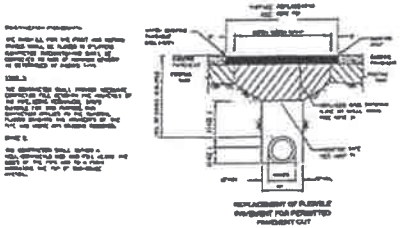
JOB NO. 10124
DRAWN RJD
DESIGNED JWM
CHECKED JTS
D.C. JWM
SHEET 4 of 6



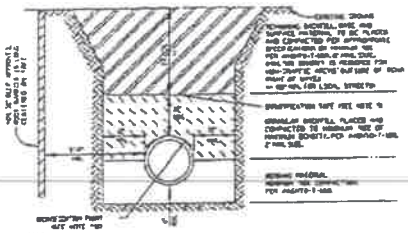
CONTROL STRUCTURE DETAIL



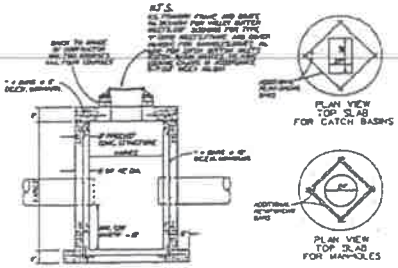
DITCH BOTTOM INLET DETAIL



OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)



TYPICAL TRENCH DETAIL/ROOT BARRIER INSTALLATION DETAIL



TYPICAL CATCH BASIN

SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: CONSTRUCTION DETAILS	ORIGINAL: NOVEMBER 2010	JOB NO. 10124
	2701 NW BOCA RATON BLVD., SUITE 103	PARCELS 2 & 3		REVISIONS:	DRAWN RAD
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA			DESIGNED JMW
					CHECKED JTS
					Q.C. JMW
					SHEET 5 OF 6

PAVING, GRADING AND DRAINAGE NOTES

1. ALL UNSUITABLE MATERIALS, SUCH AS ROOTS, VEGETATION, ORGANIC MATERIAL AND OTHER DELETERIOUS MATTER AS CLASSIFIED BY ASTM D-2488, PRESENT WITHIN THE BUILDING PADS, ROAD AND PARKING LOT AREAS SHALL BE REMOVED DOWN TO FIRM OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS THOROUGHLY AND UNIFORMLY COMPACTED TO ACHIEVE 95 PERCENT OF THE ASTM D1557 MAXIMUM DRY DENSITY.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, SHRUBS, VINES, MISTLETOE AND ALL OTHER OBSTRUCTIONS DESIGNATED OR NOT SPECIFICALLY MENTIONED THAT INTERFERE WITH THE PROPER CONSTRUCTION OF THE IMPROVEMENTS. ALL TREES AND STUMPS SHALL BE REMOVED TO A DEPTH OF 1 FOOT. ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR TO BE ADJUSTED SHALL BE AS DESIGNATED ON THE DRAWINGS.

3. FILL MATERIALS SHALL BE CLASSIFIED AS A-1, A-2, OR A-3 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIAL. FILL MATERIAL SHALL HAVE NOT MORE THAN 10% BY WEIGHT PASSING THE NO. 200 SIEVE AND SHALL HAVE NO PARTICLES LARGER THAN 12". SOILS SHALL BE CHECKED WHEN PLACING MATERIALS GREATER THAN 1" TO ENSURE THAT RESTING SOILS NOT DISTURBED AND TO ASSURE THAT THE 12" PARTICLES ARE FULLY SURROUNDED BY FINER GRAINED MATERIAL.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING ANY AND ALL MATERIAL TESTS REQUIRED BY THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR EMBANKMENT AND LANDSCAPE, UTILITIES, CONSTRUCTION, ASPHALT, CONCRETE STRENGTH, CONCRETE CYLINDERS, ETC.

5. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION UP THE DRAINAGE SYSTEMS AT OUT OF TEMPORARY PLACES. FILTERED GRADED OR FILTER FABRIC OVER THE INLETS AND PIPE SHALL AVOIDED DURING THE CONSTRUCTION. DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.

6. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.

7. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

8. SITE GRADING ELEVATIONS SHALL BE WITHIN 0.1 FOOT OF THE PROPOSED ELEVATIONS AND ALL AREAS SHALL BE GRADED TO DRAIN.

9. ALL STABILIZED SUBGRADE SHALL HAVE AN LBR OF 40, UNLESS OTHERWISE NOTED. ALL SUBGRADE SHALL BE COMPACTED TO 100% MAXIMUM DENSITY FOR AASHTO T-180, STABILIZATION MAY ALSO BE ACCOMPLISHED WITH AN ADDITIONAL 6.5" OF SUBGRADE OR COMPACTED SUBGRADE.

10. ALL CONCRETE CURB CURVES SHALL CONFORM TO THE REQUIREMENTS OF SECTION 520 OF FLORIDA'S DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS EXCEPT AS LISTED BELOW. CONCRETE SHALL BE CONSTRUCTED TO 3000 PSI AASHTO T-119 AND SHALL NOT LESS THAN ONE OF LONGITUDES OF CURVATURE AND INCREMENTS. ALL CONCRETE SHALL BE REINFORCED.

11. CONCRETE AND ASPHALT SHALL BE OF THE TYPE DESIGNATED ON THE DRAWINGS.

12. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPES OF EQUAL CONFORMING TO SECTION 985 OF THE FDOT STANDARD SPECIFICATIONS.

13. CONCRETE SIDEWALK SHALL BE 4 INCHES THICK ON UNPROTECTED SUBGRADE, 6 INCHES THICK WHERE SHALL BE 6 FEET ON CENTER, ONE INCH OF EXPANSION MATERIAL SHALL BE PLACED AT THE BACK OF SIDEWALK ELEVATION SHALL BEING THE GRADE OF ADJACENT, UNLESS OTHERWISE SPECIFIED BY LOCAL CODES, AS SHOWN ON THE DRAWINGS. ALL CONCRETE, DETECTABLE TILES SHALL CONFORM WITH ALL OF 6 INCHES TO BE WITH 6" X 6" WELDED WIRE MESH REINFORCEMENT.

14. PIPE SPECIFICATIONS: THE MATERIAL TYPE IS SHOWN ON THE PLANS BY ONE OF THE FOLLOWING DESIGNATIONS:

RCP = REINFORCED CONCRETE PIPE, ASTM DESIGNATION C-76 TABLE III.
CMP = CORRUGATED METAL ALUMINUM PIPE, ASTM DESIGNATION M-196 OR M-197 WITH 2 INCH CORRUGATIONS.
CPP = CORRUGATED POLYETHYLENE PIPE, ASTM DESIGNATION M-294 TYPE S.
PVC = POLYVINYL CHLORIDE PIPE
PCCP = PRESTRESSED CONCRETE CYLINDER PIPE, FDOT SECTION 948
DIP = DUCTILE IRON PIPE

15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF PALM BEACH COUNTY ORDINANCE AND REGULATIONS.

16. ASPHALTIC BITUMINOUS MATERIAL SHALL BE ASPHALT CEMENT, VISCOSITY GRADE AC-20, CONFORMING TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS, LATEST EDITION, SECTION 916-1.

PRIME COAT SHALL BE HOT GRADE ASPHALT GRADE RC-70, OR RC-250 CONFORMING TO THE REQUIREMENTS SPECIFIED IN THE AASHTO DESIGNATION: M81-79 (1983) M82-79 = 0.30 GALLONS PER SQUARE YARD. TACK COAT SHALL BE EMULSIFIED ASPHALT, CONFORMING TO THE REQUIREMENTS SPECIFIED IN AASHTO DESIGNATION M 140-82 RATE 0.05 TO 0.09 GALLONS PER SQUARE YARD.

BASE COURSE SHALL BE FDOT SECTION 911 UNLESS OTHERWISE SHOWN ON THE DRAWINGS.

17. DENSITY TESTS SHALL BE TAKEN AT LOCATIONS AS DIRECTED BY THE ENGINEER.

18. ASPHALTIC CONCRETE SHALL BE OF THE TYPE SPECIFIED IN THE PAVEMENT CROSS-SECTIONS.

19. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS OTHERWISE NOTED.

20. PRECAST CONCRETE HANDRAILS AND CATCH BASINS SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATIONS C-478 AND C-27, AND PALM BEACH COUNTY ENGINEERING DEPARTMENT STANDARDS.

21. CONCRETE FOR PRECAST HANDRAILS AND CATCH BASINS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.

22. REINFORCING STEEL FOR HANDRAILS AND CATCH BASINS SHALL CONFORM TO ASTM SPECIFICATION A-615 AND A-305, LATEST REVISIONS.

23. ALL RE-BAR SPLICES IN CONCRETE STRUCTURES SHALL HAVE A MINIMUM LAP OF 24 BAR DIAMETERS.

24. ALL JOINTS IN CONCRETE STRUCTURES SHALL BE FINISHED WITH FINISH.

25. ALL STORM AREAS PIPING ENTERING OR LEAVING MANHOLES AND CATCH BASINS SHALL BE COMPLETELY FILLED WITH 2:1 CEMENT MORTAR.

26. ALL GRP SHALL BE WELDED, ALUMINUM UNLESS OTHERWISE NOTED.

27. JOINTS IN CORRUGATED ALUMINUM PIPE SHALL EMPLOY CORRUGATED METAL BANDS OF SIMILAR METAL AND CORRUGATIONS WITH NEOPRENE, RUBBER, OR ELASTIC GASKETS INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. ALUMINUM PIPE SHALL BE ASTM M-196 OR M-197 WITH 2 INCH CORRUGATIONS. JOINTS FOR CONCRETE PIPE SHALL BE PREFORMED ELASTIC BITUMINOUS GASKETS WITH FILTER FABRIC.

28. ALL REINFORCED CONCRETE PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATION C-76. CLASS III. WALL THICKNESS B - LATEST REVISION, AND AS MODIFIED BY SECTION 941 OF THE FLORIDA DOT STANDARD SPECIFICATIONS, LATEST REVISIONS.

29. ALL UNDERGROUND WORK SHALL BE COMPLETED PRIOR TO PAVING.

30. ALL HANDICAP SPACES, RAMPS, AND ACCESS AREAS SHALL COMPLY IN STRICT ACCORDANCE WITH THE "AMERICAN DISABILITY ACT" (ADA) 28 CFR PART 36, AND "ACCESSIBILITY OF HANDICAPPED PERSONS", CHAPTER 553, PART V, FLORIDA STATUTES. ANY DISCREPANCY SHALL BE CALLED TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION. WHERE SIDEWALKS CONNECT TO ROADWAYS, THE SIDEWALK SHALL HAVE A TACTILE SURFACE IN ACCORDANCE WITH FDOT INDEX 304.

31. WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, ALL EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL DIRT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE. WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEANED AND REGRADED, AS NECESSARY, TO RESTORE THEM TO AN APPROVED DESIGN SECTION. DITCHES ARE TO BE CLEANED FROM THE POINT OF LOCAL POSITIVE OUTFALL.

32. ALL DRAINAGE SYSTEMS SHALL BE POSITIVELY SEALED TO PREVENT THE INTRUSION OF THE PIPE (FROM THE INVERT) AND LAMPED AS A REQUIREMENT OF THE FINAL DRAINAGE INSPECTION.

PAVEMENT MARKING AND SIGNING NOTES

1. PAVEMENT MARKINGS AND SIGNALIZATIONS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO. T-10-10-001.

2. ALL ONSITE PAVEMENT MARKINGS SHALL BE THERMOPLASTIC EXCEPT FOR PARKING SPACES WHICH SHALL BE PAINT.

3. PHASE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. HOWEVER, WHERE CONFLICTS EXIST, THIS TYPICALLY SHALL TAKE PRECEDENT OVER FDOT STANDARD SPECIFICATIONS.

4. ALL REFLECTIVE PAVEMENT MARKERS SHALL BE APPROVED BY PALM BEACH COUNTY TRAFFIC ENGINEERING BEFORE INSTALLATION.

5. ONE SIGN REPLACEMENT SHALL BE PLACED AT ALL FIRE HYDRANT LOCATIONS.

6. ALL STOP, ONE WAY AND R'S SHALL BE HIGH INTENSITY MATERIAL.

7. TEMPORARY PAVEMENT MARKINGS ON FIRST LIFT OF ASPHALT SHALL BE PAINT.

GENERAL NOTES

1. WHERE FLORIDA STATUTES, THE CONTRACTOR MUST PROVIDE A 48 HOUR NOTIFICATION PRIOR TO ANY EXCAVATION BY USING SUNSHINE "FLORIDA ONE CALL" NOTICE SYSTEM. THE NOTIFICATION SHALL BE GIVEN TO ALL UTILITIES WHICH MAY HAVE FACILITIES WITHIN THE AREA OF EXCAVATION. THE NOTIFICATION SHALL INCLUDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON GIVING NOTICE AND THE DATE, TIME AND DURATION OF THE EXCAVATION. THE NOTIFICATION SHALL BE GIVEN AT LEAST TWO BUT NOT MORE THAN FIVE WORKING DAYS BEFORE THE EXCAVATION IS TO BEGIN. FAILURE TO COMPLY COULD RESULT IN FINES AND DAMAGES.

GAS	ELECTRIC
POLICE	SANITARY
SEWAGE	COMMUNICATION, CATV
GLASS	WATER
SEWER	STEAM
FIRE	TRAFFIC SIGNAL
OTHER	UNDERGROUND CONSTRUCTION

2. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND IMPROVEMENTS ARE BASED PRIMARILY FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR IS NOT RELIEVED OF RESPONSIBILITY FOR SECURING AND PAYING FOR ANY ADDITIONAL INFORMATION WHICH HE MAY REQUIRE TO DETERMINE THE EXACT LOCATIONS OF ANY EXISTING UTILITIES AND IMPROVEMENTS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES OR ELECTRONIC COMPANIES AND BY SUCH EXCAVATION BE RESPONSIBLE FOR ALL DAMAGES CAUSED TO ANY UTILITIES OR ELECTRONIC COMPANIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES OR ELECTRONIC COMPANIES AND BY SUCH EXCAVATION BE RESPONSIBLE FOR ALL DAMAGES CAUSED TO ANY UTILITIES OR ELECTRONIC COMPANIES. ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND CONSTRUCTION IN ACCORDANCE WITH ALL UTILITY COMPANIES. ALL WORK TO BE PERFORMED AND CONSTRUCTION OPERATIONS. ANY AND

STAFF REPORT DISTRIBUTION LIST

OSPREY OAKS PARCELS 2 & 3

Application No: 110121-10

Permit No: 50-09717-P

INTERNAL DISTRIBUTION

X Caroline Hanes - 4220
X Eduardo J. Lopez - 4220
X Barbara J. Conmy - 4220
X Carlos A. de Rojas, P.E. - 4220
X A. Bain
X A. Waterhouse
X ERC Engineering
X ERC Environmental
X H. Bittaker, PBCSC
X Permit File

EXTERNAL DISTRIBUTION

X Permittee - B R Osprey Acquisition L L C
X Engr Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 7 - FDEP
X Indian Trail Improvement District
X Lake Worth Drainage District
X Palm Beach County - Environmental Res Management
X Palm Beach County - Health Dept Environmental Health & Engineering
X Palm Beach County - School Board Growth Mgmt
X Palm Beach County - Water Utilities Operations Center
X Palm Beach County Engineer

OTHER INTERESTED PARTIES

X Alexandria Larson
X Rosa Durando
X Water Catchment Area Advisory Committee - Ed Dailey

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

B R Osprey Acquisition L L C
C/O J K M Developers L L C
2701 N W Boca Raton Blvd Ste 103
Boca Raton FL 33431

Div of Recreation and Park - District 7 - FDEP
13798 Se Federal Highway
Hobe Sound FL 33455

Lake Worth Drainage District
13081 S. Military Trail
Delray Beach FL 33484

Palm Beach County - Health Dept Environmental Health & Engineering
901 Evernia Street
West Palm Beach FL 33406

Palm Beach County - Water Utilities Operations Center
8100 Forest Hill Boulevard
West Palm Beach FL 33413-3336

Alexandria Larson
16933 W. Harlena Drive
Loxahatchee FL 33470

Water Catchment Area Advisory Committee - Ed Dailey
2895 Farragut Lane
West Palm Beach FL 33409

Schnars Engineering Corporation
949-A Clint Moore Road
Boca Raton FL 33487

Indian Trail Improvement District
13476 61st Street North
West Palm Beach FL 33412

Palm Beach County - Environmental Res Management
2300 N. Jog Road
4th Floor
West Palm Beach FL 33411-2743

Palm Beach County - School Board Growth Mgmt
3300 Summit Blvd
West Palm Beach FL 33406-1492

Palm Beach County Engineer
2300 N. Jog Road
West Palm Beach FL 33411

Rosa Durando
10308 Heritage Farms Road
Lake Worth FL 33467

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-09715-P
DATE ISSUED:April 29, 2011

Form #0941
08/95

PERMITTEE: B R OSPREY ACQUISITION L L C
BY J K M DEVELOPERS
2701 N W BOCA RATON BLVD STE 103
BOCA RATON, FL 33431

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve 5.02-acres of residential development known as Osprey Oaks Parcel 4.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 11 TWP 45S 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. 110121-7, dated January 21, 2011. This action is taken pursuant to Rule 40E-1.603 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 6),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 2 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 29th day of April, 2011, in accordance with Section 120.60(3), Florida Statutes.

BY: Anita R. Bain

Anita R. Bain
Director - Environmental Resource Permitting Division
Palm Beach Service Center

Certified mail number 7005 3110 0001 8077 7076

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), Incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee 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-1.659, 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

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-1.6107, 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, 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

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-1.6105 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.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on April 29, 2016.

2. Operation of the surface water management system shall be the responsibility of OSPREY OAKS HOMES I I ASSOSIATION, INC.. 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:

   1-6" W X 6" H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
   27 LF of 18" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : LWDD L-19 Canal
   Control elev : 16 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. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as

SPECIAL CONDITIONS

the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

13. Minimum building floor elevation: BASIN: Parcel 4 - 21.50 feet NGVD 29.

14. Minimum road crown elevation: Basin: Parcel 4 - 19.40 feet NGVD 29.

15. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in or adjacent to other surface waters in accordance with Exhibit No. 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the surface waters.

16. The operable structure shall remain locked at all times unless specific approval is granted by the Lake Worth Drainage District (LWDD) for its operation. At no time shall the structure be operated to bypass the water quality detention requirements or to lower the lake levels below the permitted control elevation for the project. If for whatever reason, it is determined that the permittee has not complied with the directives of the LWDD, and/or has operated the structure contrary to the intended purpose of an emergency outflow (when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use.

17. Concurrent with submission of the construction completion certification (as required by General Condition No. 6), the permittee shall provide the following information pertaining to the as-built condition of the operable water control structure:

    1) One (1) digital photograph of the operable water control structure (.jpg format).

    2) GPS Coordinates of the center of the operable water control structure referenced to US State Plane 1983, Florida East 0901. (MSWord or MSExcel)

    3) Description of as-built geometry of the operable water control structure (MSWord or MSExcel).

    4) Narrative describing the access to and location of the operable water control structure (MSWord).

    All of the information listed above shall be submitted in electronic form (e-mail, cd or floppy disk) to the Environmental Resource Compliance Division (MSC4230) and reference the Application No.110121-7 and Permit No. 50-09715-P.

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

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is 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 7-1-86, 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 24680, 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 <u>not</u> 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 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 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: May 20, 2011

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Osprey Oaks Parcel 4

Permit No.: 50-09715-P

Application No.: 110121-7 **Associated File:** 110127-8 WU Concurrent

Application Type: Environmental Resource (New General Permit)

Location: Palm Beach County, S11/T45S/R42E

Permittee : B R Osprey Acquisition L L C

Operating Entity : Osprey Oaks Homes I I Association, Inc.

Project Area: 5.02 acres

Project Land Use: Residential

Drainage Basin: C-16

Receiving Body: Lake Worth Drainage District L-19 Canal **Class:** CLASS III

Special Drainage District: Lake Worth Drainage 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 5.02-acres of residential development known as Osprey Oaks Parcel 4.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located approximately 0.6 miles east of Jog Road, south of Hypoluxo Road, on the south side of Western Way, In unincorporated Palm Beach County. There are no permitted surface water management facilities within the project area. The site was formerly used as a landscape nursery but is no longer in operation. The site contains abandoned nursery rows and materials and a shellrock driveway. The vegetation community onsite is disturbed uplands dominated by Brazilian pepper and weedy ruderal species. There are no wetlands or other surface waters located within or affected by the proposed project.

PROPOSED PROJECT:

This application is a request for the construction and operation of a surface water management system to serve 5.02-acres of residential development known as Osprey Oaks Parcel 4 located in Palm Beach County.

The proposed surface water management system will consist of inlets and culverts directing runoff into a 0.78-acre dry detention area prior to discharge into the Lake Worth Drainage District (LWDD) L-19 through a proposed control structure.

LAND USE:

Construction:
Project:

	Total Project	
Building Coverage	.69	acres
Dry Detention Areas	.78	acres
Impervious	1.01	acres
Pervious	2.54	acres
Total:	5.02	

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit based on a minimum size bleeder. The project would function if limited to the basin allowable rate.

Discharge Storm Frequency : 25 YEAR-3 DAY Design Rainfall : 12.48 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Parcel 4	1.1	Minimum Size Bleeder	1.1	19.61

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 : 15.96 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Parcel 4	21.06	21.5	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 : 5 YEAR-1 DAY Design Rainfall: 6.5 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Parcel 4	19.03	19.4

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Parcel 4	5.02	16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Parcel 4	1	LWDD L-19 Canal

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 Angle	Invert Elev.
Parcel 4	1	1	Triangular Orifice	6"	6"				16

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
Parcel 4	1	1	Reinforced Concrete Pipe		27'	18"

WATER QUALITY :

Water quality treatment for 2.5 inches times the percent of impervious area will be provided within a 0.78-acre dry detention area. No adverse water quality impacts are anticipated as a result of the proposed project.

Turbidity and erosion control measures as depicted in Exhibit 2 and required by Special Condition No. 15 will be installed prior to construction and maintained in good working order until the completion of the on-site construction and approval by the District's post-permit compliance staff.

Basin	Treatment Method

Basin		Treatment Method		Vol Req.d (ac-ft)	Vol Prov'd
Parcel 4	Treatment	Dry Detention	.78 acres	.42	.42

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:

The applicant has indicated that surface water will be used as a source for irrigation water for the project. Water Use application number 110127-8 has been submitted and is being processed concurrently for this project.

The applicant has indicated that dewatering is not required for construction of 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.

CERP:

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

Potable Water Supplier:

Palm Beach County Water Utilities

Waste Water System/Supplier:

Septic Tanks

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that the agency has no objections to the issuance of this permit.

DCA/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

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: 4/28/11

SURFACE WATER MANAGEMENT:

Carlos A. de Rojas, P.E.

DATE: 4/28/11

RANCHES RD

Site

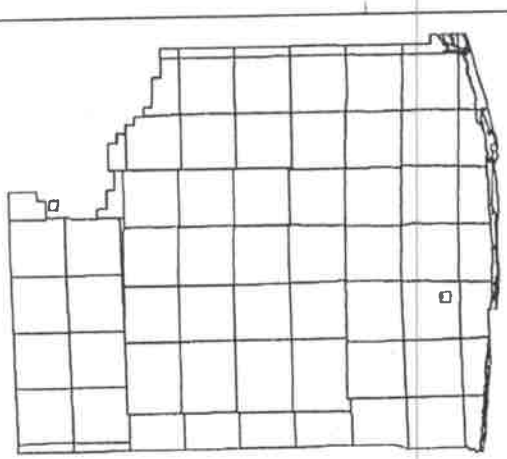
WESTERN WAY

SAVANNAH WAY

SIERRA RIDGE LN

SPRING ISLES BLVD

FDOT, Rel. 04/2009



PALM BEACH COUNTY, FLORIDA

N

Legend

Application

Map Date: 4/28/2011

Application Number: 110121-7

Permit Number: 50-09715-P

Project Name: OSPREY OAKS PARCEL 4

0 480 960

Feet

Exhibit : 1

PAVING, GRADING, & DRAINAGE PLANS
FOR

Osprey Oaks Parcel 4

Palm Beach County, Florida

LEGAL DESCRIPTION

The East half (E 1/2) of the Southwest quarter (SW 1/4) of the Southeast quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section 11, Township 45 South, Range 42 East, Palm Beach County, Florida, EXCEPT the North 30 feet for road purposes. (Also known as Lot 7, Block 3, Palm Beach Ranchos, unrecorded.)

LOCATION MAP
S 11, T 45S, R 42E
NOT TO SCALE

INDEX OF SHEETS

SHEET DESCRIPTION	SHEET NO.
CONSTRUCTION PERIOD STORMWATER POLLUTION PREVENTION PLAN	1
PAVING, GRADING, & DRAINAGE PLANS	2
CONSTRUCTIONS DETAILS	3 - 5

PROJECT NO. 10124
November 2010

ADD1/REVISED SUBMITTAL
MAR 21 2011

CALL SUNSHINE
1-800-432-4770
FIRST CALL OF FLORIDA
1-800-227-3965

110121-7

MAR 11 2011

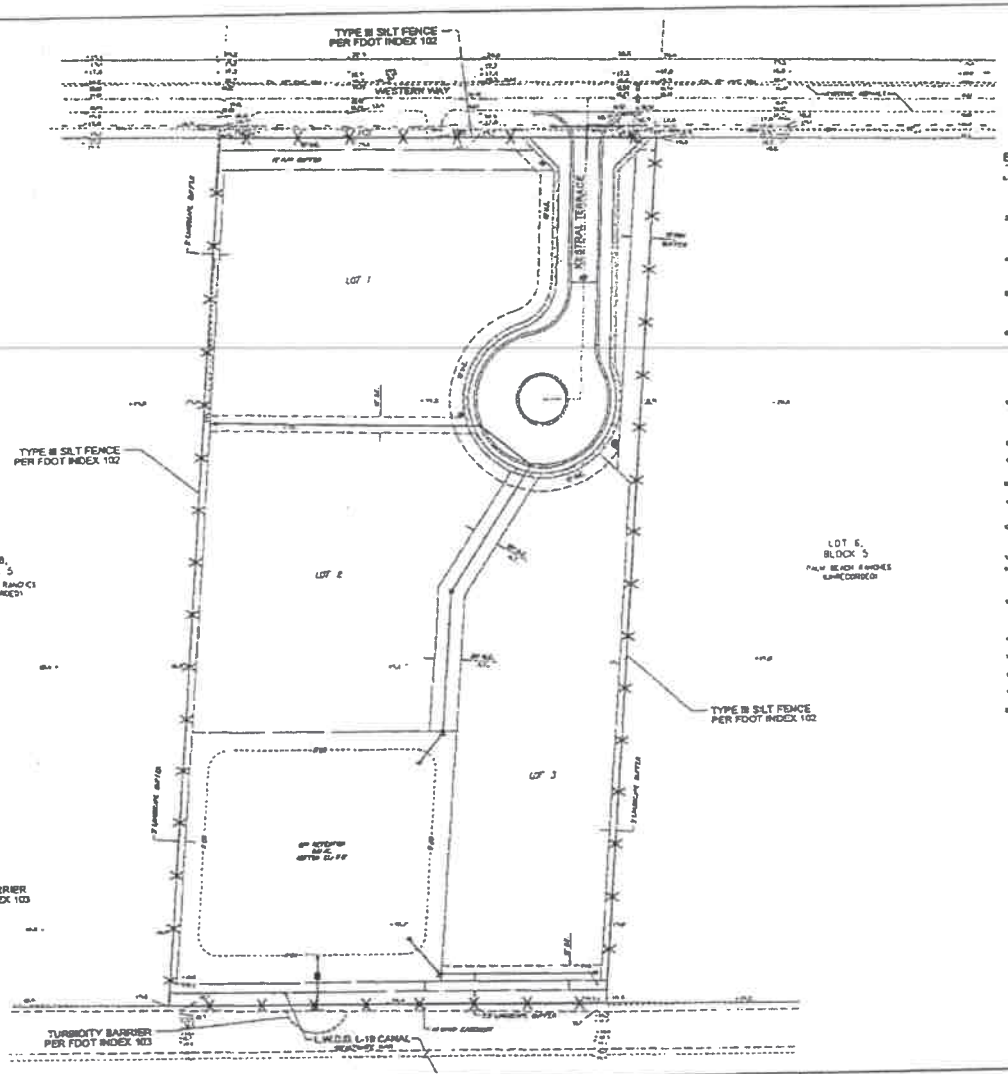
OWNER:

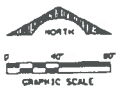
BR Osprey Aquisitions, LLC
2701 NW Boca Raton Boulevard, Suite 103
Boca Raton, Florida 33431

SCHNARS ENGINEERING CORPORATION
949A CLINT MOORE ROAD • BOCA RATON, FLORIDA 33487
TEL: (561) 241-6455 • FAX: (561) 241-5182
Certificate of Authorization No. 6640

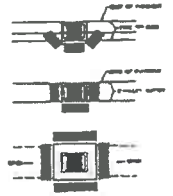
SCHNARS ENGINEERING CORPORATION

JAMES WADE MANNHAM
No. 47066
STATE OF FLORIDA
PROFESSIONAL ENGINEER



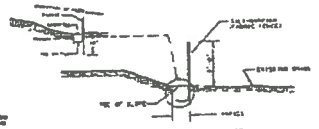


EROSION AND SEDIMENTATION CONTROL NOTES

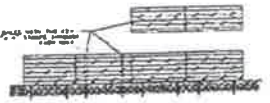


ANCHOR BALES WITH 2- 2"X2"X4' STAKES PER BALE
PER FDOT INDEX No.102

LOCATION OF TEMPORARY SEDIMENT TRAPS
TO BE DETERMINED BY CONTRACTOR

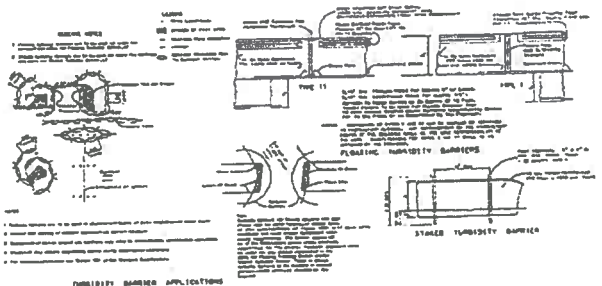


EARTH FENCE SILT BARRIER



BALED HAY SILT BARRIER
RESTRICTED EROSION AND SEDIMENT CONTROL

SILT BARRIER DETAIL



TURBIDITY BARRIER DETAILS PER FDOT INDEX NO. 103

SCHNARS
ENGINEERING CORPORATION

OWNER
BR OSPREY AQUISITIONS, LLC
2701 NW BOCA RATON BLVD., SUITE 103
BOCA RATON, FLORIDA 33431

PROJECT
OSPREY OAKS
PARCEL 4
PALM BEACH COUNTY FLORIDA

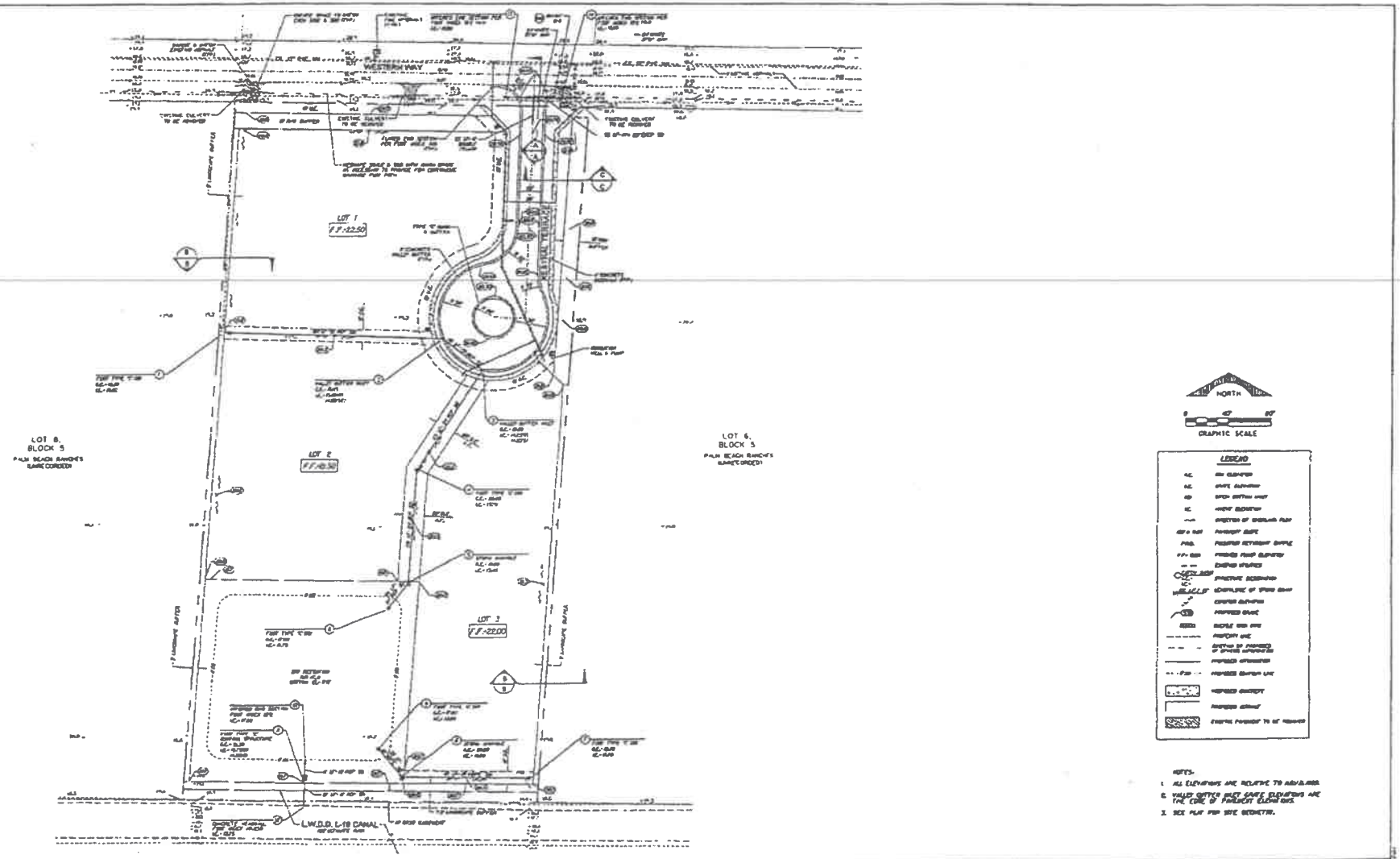
TITLE
CONSTRUCTION PERIOD STORMWATER
POLLUTION PREVENTION PLAN

ORIGINAL - NOVEMBER 2010
REVISIONS:

JAMES WADE MANAHAN
LICENSE No. 47668
STATE OF FLORIDA
PROFESSIONAL ENGINEER

MAR 1 1 2011

JOB NO. 10024
DRAWN RAD
DESIGNED JWM
CHECKED JTS
Q.C. JWM
SHEET 1 of 5



SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: PAVING, GRADING, & DRAINAGE PLAN
	2701 NW BOCA RATON BLVD., SUITE 103	PARCEL 4	
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA	

ORIGINAL: NOVEMBER 2010
REVISIONS:
1 2/23/11 PER SFWMD COMMENTS
2 3/30/11 PER SFWMD COMMENTS
3
4
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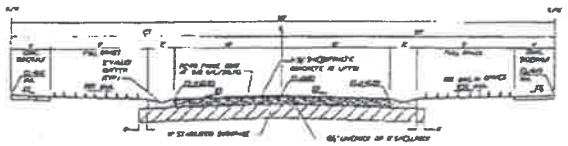
11
12

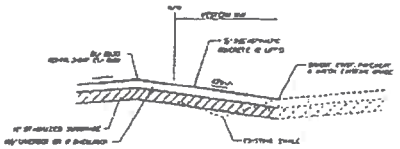
JAMES WADE MANNHAM, LICENSE No. 47968, STATE OF FLORIDA, PROFESSIONAL ENGINEER

MAR 31 2011

JOB NO. 1004
DRAWN RAD
DESIGNED JWM
CHECKED JTS
D.C. JWM
SHEET 2 OF 5

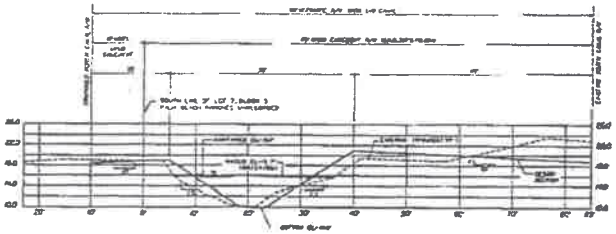


TYPICAL ROADWAY SECTION



SECTION A-A

N.T.S.

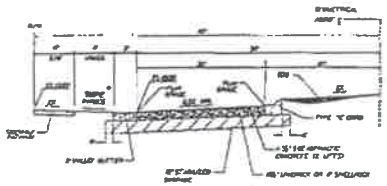


L-19 CANAL SECTION

HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 5'

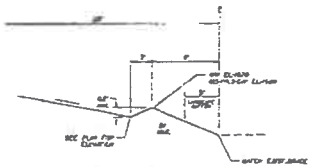
NOTES:

1. AS CONSTRUCTED SHOWN HEREON ARE NOMINAL.
2. THIS CANAL DESIGN SECTION IS FOR INJUNCTIVE AND CONSTRUCTION PURPOSES ONLY. IT HAS NOT IMPACT ON THE L.W.D.D.'S RIGHT-OF-WAY INTENTS.
3. THE PERMITTEE, WHO SUBMARINE WITH THE LAKE MAKES DRAINAGE WITHOUT OBSTRUCTION SHOULD PRIOR TO WORKING WITHIN THE L.W.D.D. RIGHT-OF-WAY.
4. FILL MATERIAL FROM THE CANAL MAY NOT BE PLACED ON THE SPOIL BANK.



CULDESAC CROSS SECTION

N.T.S.



SECTION B-B

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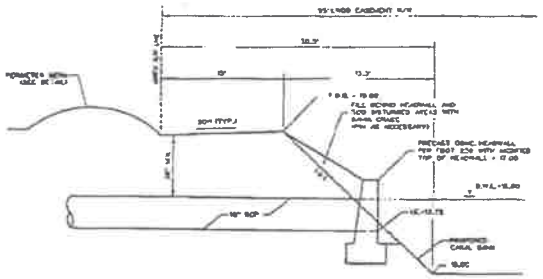

CULVERT CONNECTION TO LWDD L-19 CANAL

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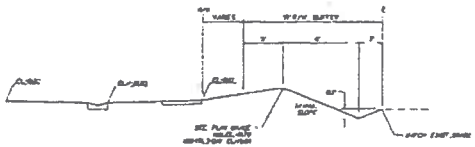

SECTION C-C

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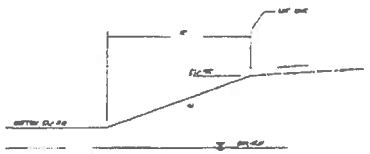


TYPICAL DRY RETENTION CROSS-SECTION

N.T.S.

SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: CONSTRUCTION DETAILS
	2701 NW BOCA RATON BLVD., SUITE 103	PARCEL 4	
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA	

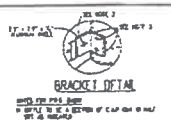
ORIGINAL: NOVEMBER 2010
REVISIONS:
1 ADDRESS PER LWDD
2 ADDED SITE PLAN PER COMMENTS

JAMES WADE MANNAMAN, LIC. NO. 47066, STATE OF FLORIDA, PROFESSIONAL ENGINEER

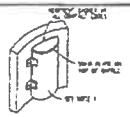
MAY 11 2011

JOB NO. 10124
DRAWN RMD
DESIGNED JWM
CHECKED JTS
D.C. JWM
SHEET 3 of 5

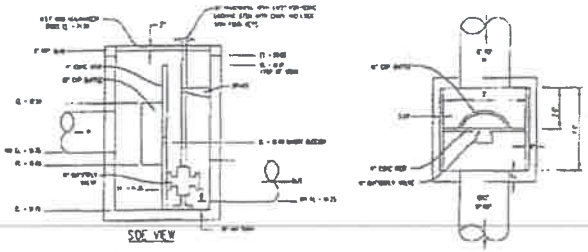
WEIR DETAIL



BRACKET DETAIL



BAFFLE DETAIL

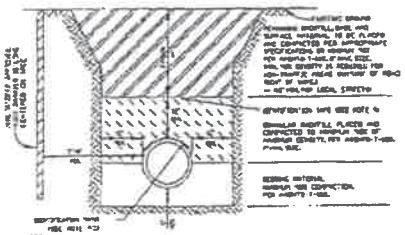


SIDE VIEW

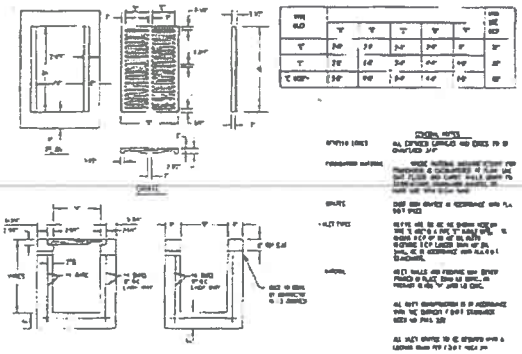
TOP VIEW

CONTROL STRUCTURE DETAIL

N.T.S.

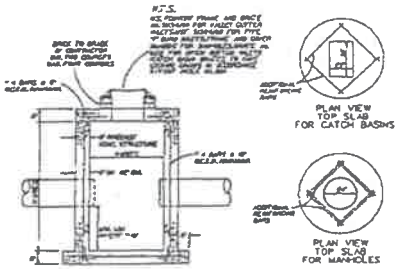


TYPICAL TRENCH DETAIL/ROOT BARRIER INSTALLATION DETAIL



DITCH BOTTOM INLET DETAIL

N.T.S.



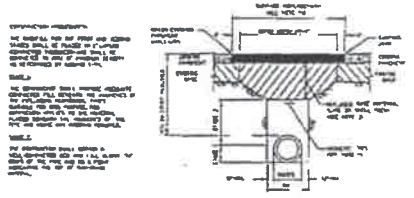
PLAN VIEW TOP SLAB FOR CATCH BASINS

PLAN VIEW TOP SLAB FOR MANHOLES

TYPICAL CATCH BASIN

N.T.S.

NOTE: ALL VALLEY GUTTER INLETS SHALL BE ROUND



REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)

SCHNARS
ENGINEERING CORPORATION

OWNER	PROJECT	TASK	ORIGINAL: NOVEMBER 2012	
BR OSPREY AQUISITIONS, LLC	OSPREY OAKS	CONSTRUCTION DETAILS	REVISIONS:	
2701 NW BOCA RATON BLVD., SUITE 103	PARCEL 4			
BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA			

JAMES WADE MARAMAN — No. 47088 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

MAR 11 2013

JOB NO. 12024
DRAWN RMD
DESIGNED JWM
CHECKED JTS
D.C. JWM
SHEET 4 of 5

PAVING, GRADING AND DRAINAGE NOTES

1. ALL SUITABLE MATERIALS, FREE OF ORGANIC, DEBRIS, RUBBISH, AND OTHER OBJECTIONABLE MATERIAL AS CLASSIFIED BY AASHTO M-145, FOUND WITHIN THE BUILDING PAD, ROAD AND PARKING LOT AREAS SHALL BE REMOVED PRIOR TO USE OF SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 12" LIFTS THOROUGHLY AND UNIFORMLY COMPACTED TO DENSITY OF PERCENT OF THE MAXIMUM DRY DENSITY.

2. ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, DEBRIS, AND OTHER OBJECTIONABLE MATERIAL WITHIN THE LIMITS OF THE CONSTRUCTION AREA TO A DEPTH OF 6 FEET. ITEMS DETERMINED TO REMAIN OR TO BE RELOCATED OR TO BE REMOVED SHALL BE AS DESIGNATED BY THE DRAWINGS.

3. FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-2, OR A-3 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE FREE FROM VEGETATION AND ORGANIC MATERIALS. FILL MATERIAL SHOULD HAVE NOT MORE THAN 10% BY WEIGHT PASSING THE NO. 200 SIEVE AND SHALL HAVE NO PARTICLE SIZE LARGER THAN 12". CARE SHOULD BE EXERCISED WHEN PLACING MATERIALS WHICH CONTAIN 3" TO 4" ROCKS THAT MATERIAL DOES NOT NEST AND TO PREVENT VOIDS NOT FILLED AND "LOCKED" THE 4" PARTICLES ARE FULLY SURROUNDED BY FINER GRAINED MATERIAL.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING CONSTRUCTION OBSERVATION AND TESTING AS REQUIRED BY THE GEOTECHNICAL ENGINEER OF RECORD. TEST RESULTS TO BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING PAD PREPARATION, ROADWAY AND PARKING AREA SUBGRADE AND LIMEROCK, UTILITIES, EXCAVATION, BACKFILL AND COMPACTION REQUIREMENTS, CONCRETE, ETC., ETC.

5. ALL CULVERT AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION TO PREVENT SILTATION INTO THE DRAINAGE SYSTEM BY USE OF FILTER FABRIC, FILTERING BARRIERS OF FILTER FABRIC OVER INLETS, OR OTHER METHODS. ALL SILTATION SHALL BE REMOVED FROM THE SYSTEM PRIOR TO FINAL ACCEPTANCE.

6. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE. PRIOR TO PLACING NEW ASPHALT, THE ADJACENT ASPHALT SHALL BE SAWCUT TO PROVIDE A STRAIGHT EVEN LINE.

7. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.

8. SITE GRADING ELEVATIONS SHALL BE WITHIN 0.1 FOOT OF THE DESIGNATED ELEVATION AND ALL AREAS SHALL BE GRADED TO DRAIN.

9. ALL SIDEWALKS SHOWN ARE SHALL HAVE AN RISE OF 1% OR LESS OF ALL WALKS SHALL BE DETECTABLE. ALL SIDEWALKS SHALL BE CONNECTED TO SITE DRAINAGE AND CONCRETE PER AASHTO T-099, STANDARD SLUMP SHALL BE INSTRUCTED WITH AN ADDITIONAL 0.1" OF SUBGRADE OR PRIOR TO PLACEMENT.

10. LIMEROCK BASE COURSE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 911 OF FLORIDA'S DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS EXCEPT AS LISTED HEREIN. LIMEROCK SHALL BE CONSTRUCTED TO NOT LESS THAN COMPACTED THICKNESS AND SHALL NOT LESS THAN 98% OF MAXIMUM DENSITY OF CALCIUM AND MAGNESIUM. ALL LIMEROCK SHALL BE PRIMED.

11. CONCRETE AND ASPHALT SHALL BE OF THE TYPE DESIGNATED BY THE DRAWINGS.

12. PLASTIC FILTER FABRIC SHALL BE MIRAFI, TYPE OR EQUAL, CONFORMING TO SECTION 985 OF THE MOST STANDARD SPECIFICATIONS.

13. CONCRETE SIDEWALK SHALL BE 4 INCHES THICK ON COMPACTED SUBGRADE. EACH CONTROL JOINTS SHALL BE 5 FEET ON CENTER. THE DEPTH OF SIDEWALK ELEVATION SHALL CONSIST THE CHORD OF CURVATURE, UNLESS OTHERWISE SPECIFIED BY LOCAL CODES. ON PLANS OR THE DRAWINGS. ALL CONCRETE SHOULD BE 3000 PSI AT 28 DAYS. EXPANSION JOINTS SHALL BE 6 INCHES THICK WITH 0.5" X 2" RELIEVED WHERE NEEDED FOR ENCROACHMENT.

14. PIPE SPECIFICATIONS: THE MATERIAL TYPE AS SHOWN ON THE GRADE PLAN BY ONE OF THE FOLLOWING DESIGNATIONS:

RCP = REINFORCED CONCRETE PIPE, ASTM DESIGNATION C-76 TABLE III.
CMP = CORRUGATED METAL (ALUMINUM) PIPE, ASTM DESIGNATION M-196 OR M-197 (SMOOTH LINED), ASTM DESIGNATION M-196 (CORRUGATED LINED).
SCP = CLAYPIPE CONCRETE PIPE, FIRST SECTIONS OUT AND ONE.
PVC = POLYVINYL CHLORIDE PIPE.
FRPC = REINFORCED CMP, FIRST SECTION ONE.
DIP = DUCTILE IRON PIPE.
HDPP = SMOOTH LINED HIGH DENSITY POLYETHYLENE, AASHTO M294, TYPE-S.

15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF PALM BEACH COUNTY ENGINEERING DIVISION.

16. ASPHALTIC BITUMINOUS MATERIAL SHALL BE ASPHALT CEMENT, VISCOSITY GRADE AC-20, CONFORMING TO THE GRADE REQUIRE OF FDOT STANDARD SPECIFICATIONS, 1986 EDITION, SECTION 916-1.

PRIME COAT SHALL BE CUT BACK ASPHALT GRADE RC-70, OR RC-250 CONFORMING TO THE REQUIREMENTS SPECIFIED IN AASHTO M-81 (1980) OR M-82 (1980) GRADE - 0.10 GALLONS PER SQUARE YARD. TACK COAT SHALL BE EMULSIFIED ASPHALT, GRADE CSS-1 CONFORMING TO THE REQUIREMENTS SPECIFIED IN AASHTO M-140-80 OR M-208-80 (0.02 TO 0.05 GALLONS PER SQUARE YARD).

DESIGN AND MIXING OPERATION BY FDOT SECTION 331 UNLESS OTHERWISE SHOWN ON THE DRAWINGS.

17. DENSITY TESTS SHALL BE TAKEN AT LOCATIONS AS DIRECTED BY THE ENGINEER.

18. ASPHALTIC CONCRETE SHALL BE OF THE TYPE SPECIFIED IN THE PAVEMENT CROSS-SECTIONS.

19. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS OTHERWISE NOTED.

20. PRECAST CONCRETE MANHOLES AND CATCH BASINS SHALL MEET THE REQUIREMENTS OF ASTM SPECIFICATIONS C-478 AND C-27, AND PALM BEACH COUNTY ENGINEERING DEPARTMENT STANDARDS.

21. CONCRETE FOR PRECAST MANHOLE AND CATCH BASINS SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.

22. REINFORCING STEEL FOR MANHOLES AND CATCH BASINS SHALL CONFORM TO ASTM SPECIFICATION A-615 AND A-305, LATEST REVISION.

23. ALL REINFORCING STEEL IN CONCRETE STRUCTURES SHALL HAVE A MINIMUM COVER OF 2" OR BAR DIAMETER.

24. ALL JOINTS IN CONCRETE STRUCTURES SHALL BE STAGGERED WHERE POSSIBLE.

25. ALL OPENED ENDED PIPING CONTAINING OR LEADING ANIMALS TO AND EATED SHALL BE COMPLETELY FILLED WITH 2:1 CEMENT MORTAR.

26. ALL END SHALL BE HELICAL CORRUGATED GALVANIZED METAL.

27. JOINTS IN CORRUGATED ALUMINUM PIPE SHALL CONSIST CORRUGATED METAL BANDS OF GALVANIZED METAL AND CORRUGATIONS WITH ACCEPTABLE GASKETS OR GASKETMATERIAL IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. HOPED PIPE SHALL BE USED OF CORRUGATED LIGHT PIPES WITH 200 WATER TIGHT GASKET AT STRUCTURE OR APPROVED EQUAL. JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.

28. RE-INFORCED CONCRETE PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM SPECIFICATION C-76, CLASS III. CLASS DESIGNATED I, LATEST REVISIONS, AND AS MODIFIED BY SECTION 941 OF THE FLORIDA DOT STANDARD SPECIFICATIONS. LATEST REVISION.

29. ALL EMBANKMENTS WORK SHALL BE COMPLETED PRIOR TO PAVING.

30. ALL MANHOLE COVERS, GRATES, AND HOODS WHICH SHALL COMPLY WITH STREET ACCORDANCE WITH THE "AMERICANS DISABILITY ACT" SUBPART 10 OF PART 36.304 AND "ACCESSIBILITY BY HANDICAPPED PERSONS", FLORIDA ADMINISTRATIVE CODE, CHAPTER 9, FLORIDA STATUTES. ANY ELECTRONIC WORK IS CALLED TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. ALL SHOP DRAWINGS SHALL BE CLEARLY MARKED WITH YOUR PROJECT NAME.

31. WHERE CONNECTING TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, ALL EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL DIRT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE. WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEANED AND RESHAPED AS NECESSARY TO RESTORE SAID DITCHES TO THE ORIGINAL DESIGN SECTION. SYSTEMS ARE TO BE CLOSED AND RE-GRADED TO THE POINT OF LEGAL POSITIVE OUTFALL.

32. ALL DRAINAGE SYSTEMS SHALL BE PUMPED DOWN TO BELOW ONE-HALF OF THE DIAMETER OF THE PIPE UPON THE INSPECTION AND ACCEPTANCE OF THE FINAL DRAINAGE INSPECTION.

PAVEMENT MARKING AND SIGNING NOTES

1. PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL NO. 546-0-001.

2. ALL WHITE PAVEMENT MARKINGS SHALL BE THERMOPLASTIC EXCEPT FOR PARKING SPACES WHICH SHALL BE PAINT.

3. THESE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION. WHERE THE CONFLICTS EXIST, THIS TYPICALLY SHALL TAKE PRECEDENT OVER FDOT STANDARD SPECIFICATIONS.

4. ALL REFLECTIVE PAVEMENT MARKERS SHALL BE APPROVED BY PALM BEACH COUNTY TRAFFIC ENGINEERING BEFORE INSTALLATION.

5. ONE BLUE REFLECTOR SHALL BE PLACED AT ALL FIRE HYDRANT LOCATIONS.

6. ALL 24", 30", AND 36" S SHALL BE OF HIGH INTENSITY MATERIAL.

7. TEMPORARY PAVEMENT MARKINGS ON FIRST LIFT OF ASPHALT SHALL BE PAINT.

GENERAL NOTES

1. UNDER FLORIDA STATUTES, THE CONTRACTOR MUST NOTIFY SUNSHINE 1-800-432-4770 (FLORIDA ONLY) TWO FULL WORKING DAYS BEFORE THE START OF CONSTRUCTION TO HAVE THE LOCATION OF UNDERGROUND UTILITIES MARKED. THE NOTIFICATION NUMBER IS A SYSTEM STATEWIDE AT 1-800-432-4770. FAILURE TO COMPLY COULD RESULT IN FINES AND DAMAGES.

UNIVERSAL COLOR CODE FOR MARKING UNDERGROUND UTILITY LINES

RED	ELECTRIC
YELLOW	GAS OIL, STEAM, PETROLEUM, GASEOUS MATERIALS
ORANGE	COMMUNICATIONS, CATV
BLUE	WATER
GREEN	SEWER
PINK	SURVEY MARKINGS
WHITE	PROPOSED EXCAVATION

2. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND IMPROVEMENTS ARE BASED ON DATA OBTAINED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES AND IMPROVEMENTS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES, OR EASEMENT HOLDERS AND OWNERS OF ANY EXCAVATION IN CONNECTION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH THE PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.

3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES IF APPLICABLE:

FLORIDA POWER AND LIGHT COMPANY
AT&T
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
LOCAL CABLE TELEVISION COMPANIES
PALM BEACH COUNTY CONSERVATION DEPARTMENT
LAKE WORTH DRAINAGE DISTRICT

4. ALL ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM (GEOID OF 1988).

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, CURBS, CONCRETE, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL BE DONE THOSE PROMPTLY.

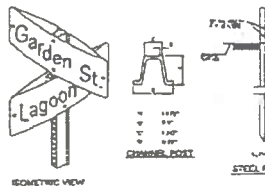
6. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER OF RECORD WITH THE SET OF SECTION THAT ALL CONSTRUCTION AND MATERIALS MEET OR EXCEED THE DESIGN AND WERE INSTALLED PER THE DRAWINGS AND/OR AS-BUILT DRAWINGS. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS IN THE AREA AND ANY OTHER UNDERGROUND CURRENT RESOURCE FOR TELE, TELEPHONE CABLE, IRRIGATION SYSTEMS, ETC., PRIOR TO EXCAVATION BEGINNING. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES WITH APPLICABLE UTILITY COMPANIES.

8. THE CONTRACTOR SHALL SUBMIT FIVE (5) SETS OF SHOP DRAWINGS FOR APPROVAL TO THE ENGINEER OF RECORD PRIOR TO FABRICATION OR CONSTRUCTION FOR ALL MATERIALS USED ON THE PROJECT. APPROVED SHOP DRAWINGS FROM THE ENGINEER SHALL THEN BE SUBMITTED TO THE COUNTY OR CITY FOR THEIR APPROVAL. NO CONSTRUCTION SHALL COMMENCE UNTIL THE APPROVED SHOP DRAWINGS HAVE BEEN RETURNED BY THE CONTRACTOR FROM THE ENGINEER.

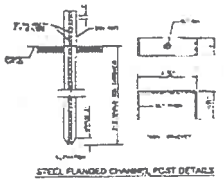
9. COMPLIANCE TO "TRENCH SAFETY ACT" IS REQUIRED FOR ALL EXCAVATIONS IN EXCESS OF 5 FEET DEEP.

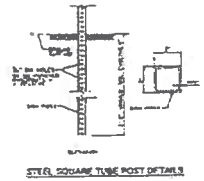
10. GATE VALVES SHALL BE LOCATED CENTERLY OF ROAD AND PAVEMENT OR SHALL BE CONCRETE SUPPORTED OF CURBS.



ISOMETRIC VIEW

CHANNEL POST

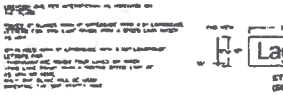

STEEL FLANGED CHANNEL POST DETAILS


STEEL SQUARE TUBE POST DETAILS

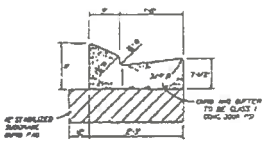
GENERAL SPECIFICATIONS:

TYPICAL STOP SIGN PLACEMENT

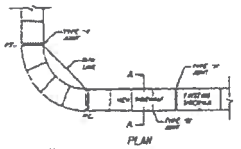
TYP. STREET / STOP SIGN

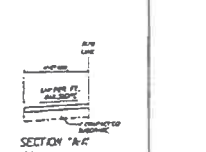


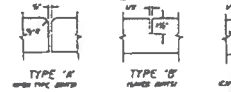
STREET NAME SIGN


TYPE 'E' CURB

NOTE: WHEN USED AT SIDE END OF ROADWAY, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE GUTTER SHALL BE FLARED TO PROVIDE SMOOTH FLOW OF THE FLOW.


PLAN


SECTION "A-A"


TYPE 'A'

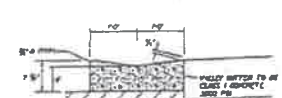
TYPE 'B'

TYPE 'C'

SIDEWALK JOINTS

TABLE OF SIDEWALK THICKNESS "T"	
SIDEWALK	T
DRIVEWAY, ACCESS AND/OR DRIVEWAY AND OTHER USES	6"

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	PLACED AT 20' (APPROX.) DISTANCE OF CONTROL AND EXPANSION
'B'	5'-0" CENTER TO CENTER OF EXPANSION
'C'	"SHALL" SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES



2' VALLEY GUTTER

NOTES:
1. SIDEWALK "A", "B" & "C" SHOWN 4" OR 6" THICK AS SHOWN ON SHEET LAYOUT PLAN.
2. SIDEWALKS TO BE 3000 PSI CONCRETE, MIN. SLOPE 1/4" PER FOOT.
3. SIDEWALKS TO BE BROOM FINISHED WITH EDGES ROUNDED SMOOTH.
4. AT CONTROL AND EXPANSION JOINTS, SHALL BE 4" THICK AND SHALL REMAIN UNBROKEN WHERE THEY CROSS OVER 6" CURB FROM THE GUTTER AND SLAB.

*AT THE DISCRETION OF THE ENGINEER

SIDEWALK DETAIL

ADD1/REVISED SUBMITTAL
MAR 11 2010

110121-7

SCHNARS
ENGINEERING CORPORATION
[illegible] Clint Moore Road
Boca Raton, Florida 33487
Certificate of Authorization #6640
Tel: (561) 241-8435
Fax: (561) 241-0160

OWNER: BR OSPREY AQUISITIONS, LLC
2711 NW BOCA RATON BLVD., SUITE 103
BOCA RATON, FLORIDA 33431

PROJECT: OSPREY OAKS
PARCEL 4
PALM BEACH COUNTY FLORIDA

TITLE: CONSTRUCTION DETAILS

ORIGINAL: NOVEMBER 2010
REVISIONS:
1
2
3
4
5
6
7
8
9
10
11
12

JAMES WADE MANNING LICENSE No. 47088 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAR 11 2010

JOB NO. 10334
DRAWN RAD
DESIGNED JWM
CHECKED JWM
D.C.
SHEET 5 of 5

STAFF REPORT DISTRIBUTION LIST

OSPREY OAKS PARCEL 4

Application No: 110121-7

Permit No: 50-09715-P

INTERNAL DISTRIBUTION

X Caroline Hanes - 4220
X Eduardo J. Lopez - 4220
X Barbara J. Conmy - 4220
X Carlos A. de Rojas, P.E. - 4220
X ERC Engineering
X ERC Environmental
X H. Azizi
X H. Bittaker, PBCSC
X Permit File

EXTERNAL DISTRIBUTION

X Permittee - B R Osprey Acquisition L L C
X Engr Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 7 - FDEP
X Lake Worth Drainage District
X Palm Beach County - Environmental Res Management
X Palm Beach County - Health Dept Environmental Health & Engineering
X Palm Beach County - School Board Growth Mgmt
X Palm Beach County - Water Utilities Operations Center
X Palm Beach County Engineer

OTHER INTERESTED PARTIES

X Water Catchment Area Advisory Committee - Ed Dailey

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

B R Osprey Acquisition L L C
By J K M Developers
2701 N W Boca Raton Blvd Ste 103
Boca Raton FL 33431

Div of Recreation and Park - District 7 - FDEP
13798 Se Federal Highway
Hobe Sound FL 33455

Palm Beach County - Environmental Res Management
2300 N. Jog Road
4th Floor
West Palm Beach FL 33411-2743

Palm Beach County - School Board Growth Mgmt
3300 Summit Blvd
West Palm Beach FL 33406-1492

Palm Beach County Engineer
2300 N. Jog Road
West Palm Beach FL 33411

Water Catchment Area Advisory Committee - Ed Dailey
2895 Farragut Lane
West Palm Beach FL 33409

Schnars Engineering Corporation
949-A Clint Moore Road
Boca Raton FL 33487

Lake Worth Drainage District
13081 S. Military Trail
Delray Beach FL 33484

Palm Beach County - Health Dept Environmental Health & Engineering
901 Evernia Street
West Palm Beach FL 33406

Palm Beach County - Water Utilities Operations Center
8100 Forest Hill Boulevard
West Palm Beach FL 33413-3336

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 50-09716-P
DATE ISSUED:May 5, 2011

Form #0941
08/95

PERMITTEE: B R OSPREY ACQUISITION LLC
BY J K M DEVELOPERS LLC
2701 N W BOCA RATON BLVD
BOCA RATON, FL 33431

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve 4.92-acres of residential development known as Osprey Oaks Parcel 5.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 11 TWP 45S 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. 110121-8, dated January 21, 2011. This action is taken pursuant to Rule 40E-1.603 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 6),
3. the attached 18 Special Conditions (See Pages 5 - 6 of 6) and
4. the attached 2 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 5th day of May, 2011, in accordance with Section 120.60(3), Florida Statutes.

BY: Anita R. Bain

Anita R. Bain
Director - Environmental Resource Permitting Division
Palm Beach Service Center

Certified mail number 7009 3410 0002 3605 0026

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373. F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee 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-1.659, 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

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-1.6107, 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, 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

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-1.6105 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.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 5, 2016.

2. Operation of the surface water management system shall be the responsibility of OSPREY OAKS HOMES I I ASSOCIATION, INC.. 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:

   1-3' WIDE SHARP CRESTED weir with crest at elev. 19.83' NGVD 29.
   1-6" W X 6" H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
   28 LF of 18" dia. REINFORCED CONCRETE PIPE culvert.

   Receiving body : LWDD L-19 Canal
   Control elev : 16 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. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of

SPECIAL CONDITIONS

Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

13. Minimum building floor elevation: BASIN: PARCEL 5 - 21.50 feet NGVD 29.

14. Minimum road crown elevation: Basin: PARCEL 5 - 19.40 feet NGVD 29.

15. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in or adjacent to other surface waters in accordance with Exhibit No. 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the surface waters.

16. Prior to development of the lots, a letter modification of the permit will be required. Plans and documentation shall be submitted to demonstrate compliance with the land use and site grading assumptions made in this application.

17. The operable structure shall remain locked at all times unless specific approval is granted by the Lake Worth Drainage District for its operation. At no time shall the structure be operated to bypass the water quality detention requirements or to lower the lake levels below the permitted control elevation for the project. If for whatever reason, it is determined that the permittee has not complied with the directives of the Lake WorthDrainage District, and/or has operated the structure contrary to the intended purpose of an emergency outflow (when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use. A staff gage shall be installed upstream of the structure so that lake levels within the project can be quickly determined.

18. Concurrent with submission of the construction completion certification (as required by General Condition No. 6), the permittee shall provide the following information pertaining to the as-built condition of the operable water control structure:

    1) One (1) digital photograph of the operable water control structure (.jpg format).

    2) GPS Coordinates of the center of the operable water control structure referenced to US State Plane 1983, Florida East 0901. (MSWord or MSExcel)

    3) Description of as-built geometry of the operable water control structure (MSWord or MSExcel).

    4) Narrative describing the access to and location of the operable water control structure (MSWord).

    All of the information listed above shall be submitted in electronic form (e-mail, cd or floppy disk) to the Environmental Resource Compliance Division (MSC4230) and reference the Application No.110121-8 and Permit No.50-09716-P.

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

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is 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 7-1-86, 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 24680, 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 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 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.

erp_staff_report.rdf

Last Date For Agency Action: May 20, 2011

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Osprey Oaks Parcel 5

Permit No.: 50-09716-P

Application No.: 110121-8 **Associated File:** 110127-6 WU Concurrent

Application Type: Environmental Resource (New General Permit)

Location: Palm Beach County, S11/T45S/R42E

Permittee : B R Osprey Acquisition Llc

Operating Entity : Osprey Oaks Homes I I Association, Inc.

Project Area: 4.92 acres

Project Land Use: Residential

Drainage Basin: C-16

Receiving Body: Lake Worth Drainage District L-19 Canal **Class:** CLASS III

Special Drainage District: Lake Worth Drainage 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 4.92-acres of residential development known as Osprey Oaks Parcel 5.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located approximately 0.8 mile east of Jog Road, south of Hypoluxo Road, on the south side of Western Way, in unincorporated Palm Beach County. There are no permitted surface water management facilities within the project area. The site was formerly used as a landscape nursery but is no longer in operation. The site contains abandoned nursery rows and materials and a shellrock driveway. The vegetation community onsite is disturbed uplands dominated by Brazilian pepper and weedy ruderal species. A small portion of the project will occur in the Lake Worth Drainage District L-19 Canal for construction of a headwall. There are no wetlands located within or affected by the proposed project.

PROPOSED PROJECT:

This application is a request for the construction and operation of a surface water management system to serve 4.92-acres of single-family residential development known as Osprey Oaks Parcel 5 located in Palm Beach County. The proposed construction includes the construction of the proposed road (Moorhen Terrace) associated utilities and overall surface water management system. No individual lot construction is proposed at this time.

The surface water management system will consist of inlets, culverts and swales which will direct runoff into a dry detention area. Discharge from the wet detention area will be to the Lake Worth Drainage District (LWDD) L-19 Canal through a proposed control structure. The proposed control structure will consist of an FDOT Type "E" structure with a 3' wide weir within a crest at elevation 19.83' NGVD and an inverted triangular orifice (6" by 6") with an invert elevation of 16.0' NGVD. The receiving body is the LWDD L-19 Canal, located south of the project.

Prior to development of the lots, a letter modification of the permit will be required. Plans and documentation shall be submitted to demonstrate compliance with the land use and site grading assumptions made in this application.

LAND USE:

Construction:
Project:

	Total Project	
Building Coverage	.69	acres
Dry Detention Areas	.66	acres
Impervious	1.03	acres
Pervious	2.54	acres
Total:	**4.92**	

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit based on a minimum size bleeder. The project would function if limited to the basin allowable rate.

Discharge Storm Frequency : 25 YEAR-3 DAY Design Rainfall : 12.48 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
PARCEL 5	.5	Discharge Formula	.5	19.83

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 : 15.96 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
PARCEL 5	21.15	21.5	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 : 5 YEAR-1 DAY Design Rainfall: 6.5 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
PARCEL 5	18.27	19.4

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
PARCEL 5	4.92	16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Parcel 5	1	LWDD L-19 Canal

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 Angle	Invert Elev.
PARCEL 5	1	1	Triangular Orifice	6"	6"				16

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
PARCEL 5	1	1	Reinforced Concrete Pipe		28'	18"

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
PARCEL 5	1	1	Sharp Crested	3'				19.83 (crest)

WATER QUALITY :

Water quality treatment for one inch over the entire site will be provided within a dry detention area.

Turbidity and erosion control measures as depicted in Exhibit 2 and required by Special Condition No. 15 will be installed prior to construction and maintained in good working order until the completion of the on-site construction and approval by the District's post-permit compliance staff.

No adverse water quality impacts are anticipated as a result of the proposed project.

Basin		Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
PARCEL 5	Treatment	Dry Detention	.41	.41

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.

erp_staff_report.rdf

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

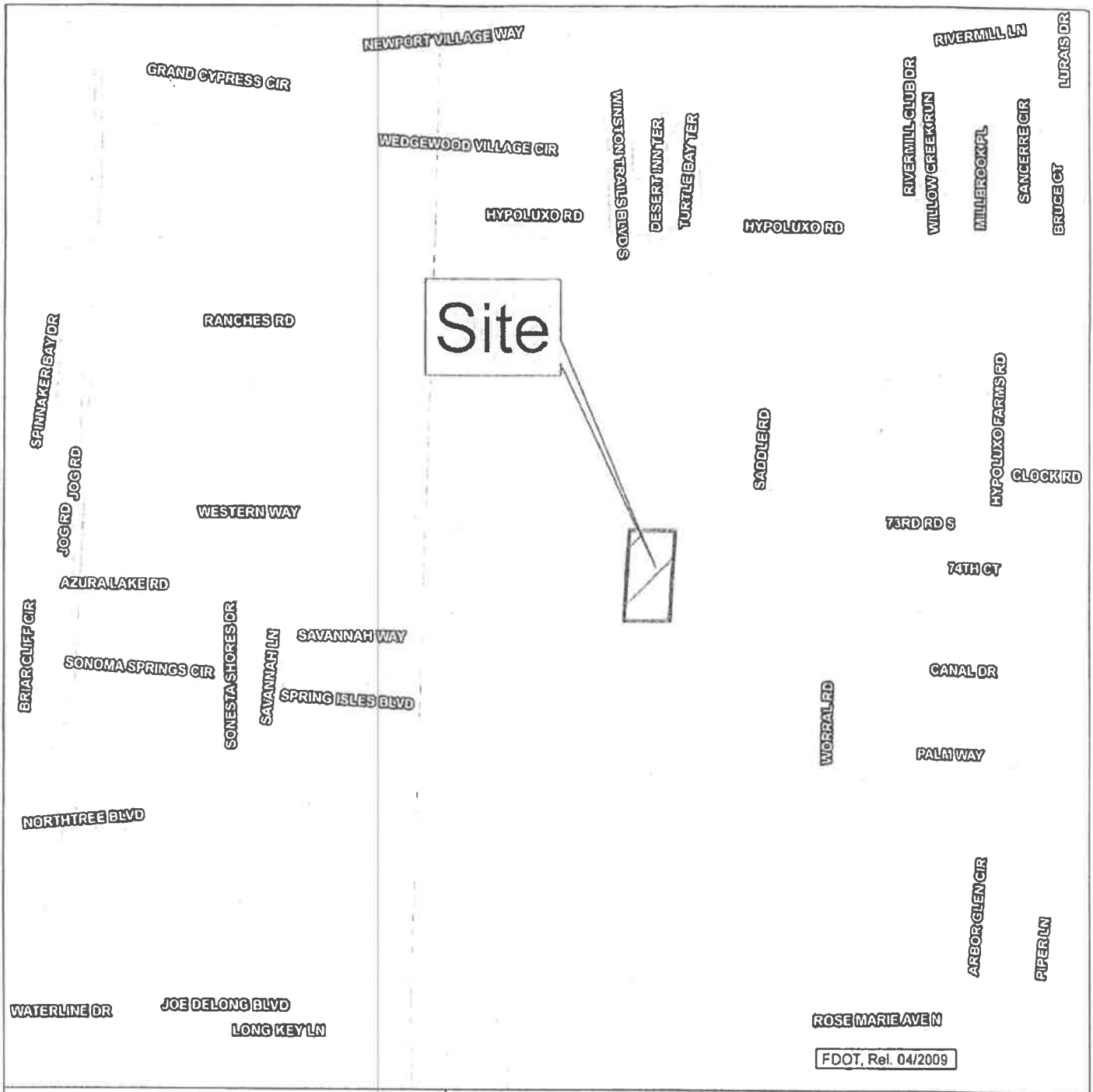
Barbara J. Conmy

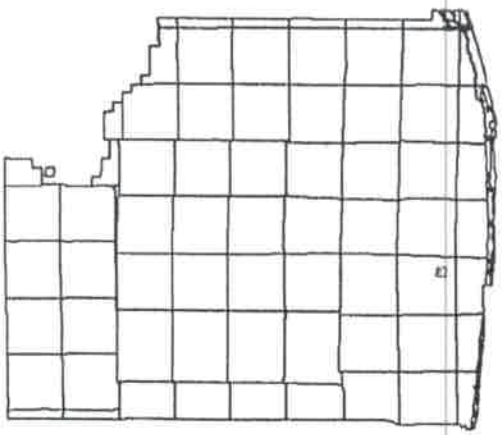
DATE: 5/4/11

SURFACE WATER MANAGEMENT:

Carlos A. de Rojas, P.E.

DATE: 5/4/11





PALM BEACH COUNTY, FLORIDA

N

Legend

Application

Map Date: 4/29/2011

Application Number: 110121-8

Permit Number: 50-09716-P

Project Name: OSPREY OAKS PARCEL 5

0 1,250 2,500

Feet

Exhibit : 1

PAVING, GRADING, & DRAINAGE PLANS
FOR

Osprey Oaks Parcel 5

Palm Beach County, Florida

LEGAL DESCRIPTION

The West half (W 1/2) of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of the Northwest quarter (NW 1/4) of Section 11, Township 45 South, Range 42 East, Palm Beach County, Florida, LESS the North 30 feet for road and drainage purposes. (Also known as Lot 4, Block 5, Palm Beach Ranches, unrecorded)

Less the South 13.20 feet pursuant to Chancery Case No. 407 recorded in O.R. Book 6485, Page 781, of the Public Records of Palm Beach County, Florida.

LOCATION MAP
S 11, T 45S, R 42E
NOT TO SCALE

INDEX OF SHEETS

SHEET DESCRIPTION	SHEET NO.
CONSTRUCTION PERIOD STORMWATER POLLUTION PREVENTION PLAN	1
PAVING, GRADING, & DRAINAGE PLANS	2
CONSTRUCTIONS DETAILS	3 - 5

PROJECT NO. 10124
November 2010

110121-B

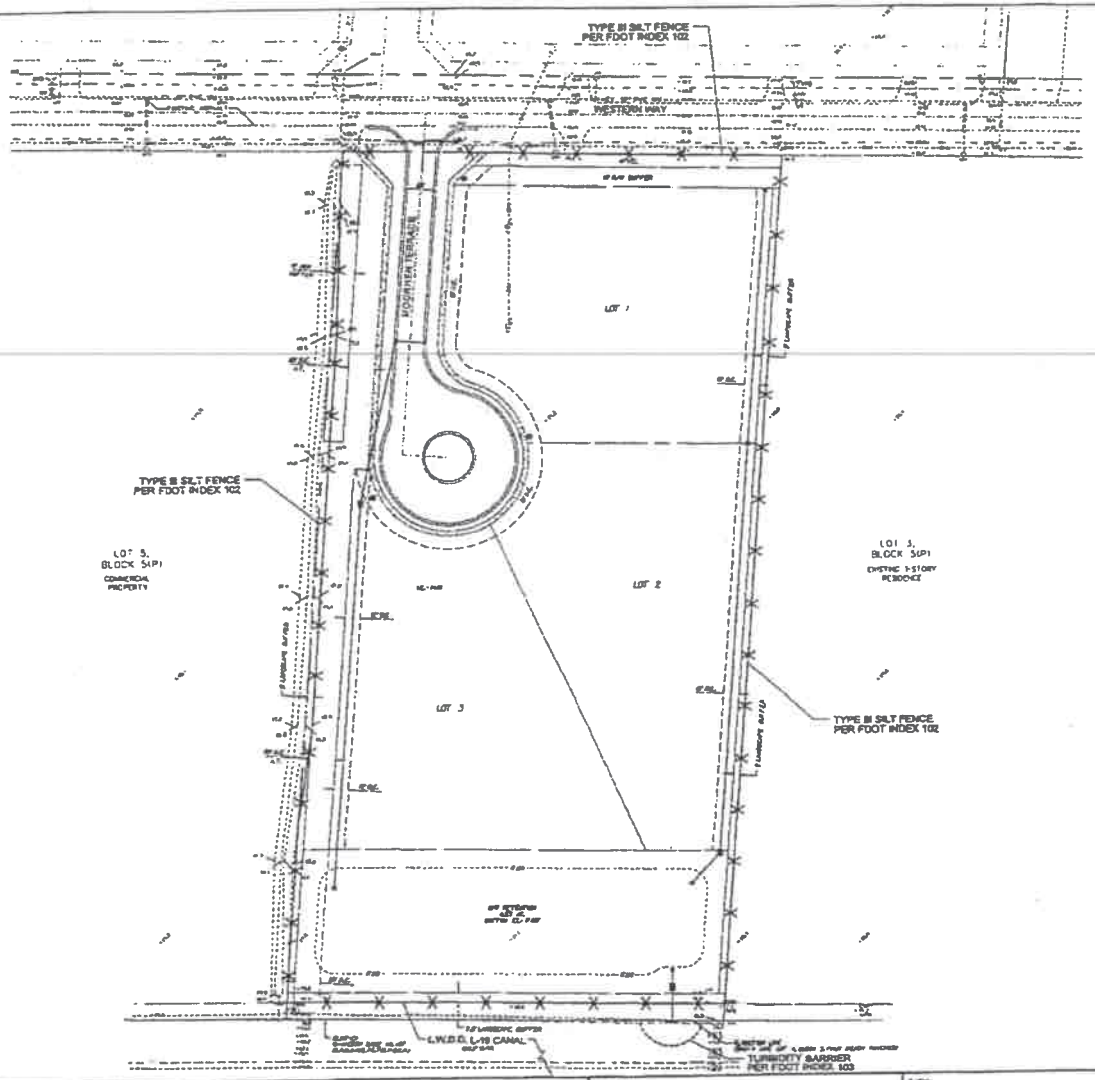
ADDL/REVISED SUBMITTAL
MAR 21 2011

MAR 23 2011

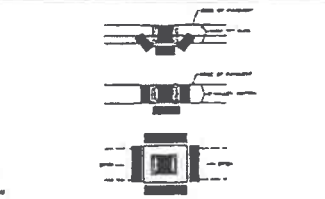
OWNER:

BR Osprey Aquisitions, LLC
2701 NW Boca Raton Boulevard, Suite 103
Boca Raton, Florida 33431

SCHNARS ENGINEERING CORPORATION
949A CLINT MOORE ROAD • BOCA RATON, FLORIDA 33487
TEL: (561) 241-6455 • FAX: (561) 241-5182
Certificate of Authorization No. 6640

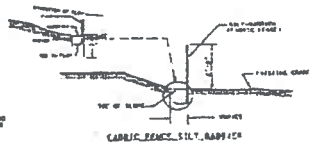


EROSION AND SEDIMENTATION CONTROL NOTES

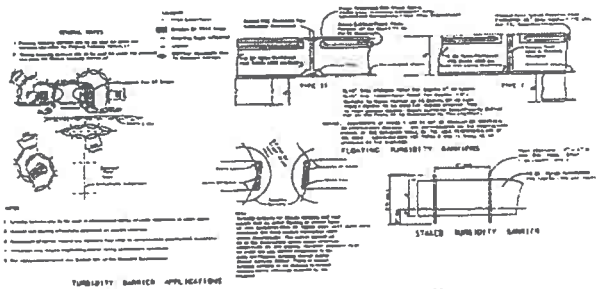


ANCHOR BALES WITH 2- 2"X2"x4' STAKES PER BALE
PER FDOT INDEX No.102

LOCATION OF TEMPORARY SEDIMENT TRAPS
TO BE DETERMINED BY CONTRACTOR



SILT BARRIER DETAIL



TURBIDITY BARRIER DETAILS PER FDOT INDEX NO. 103

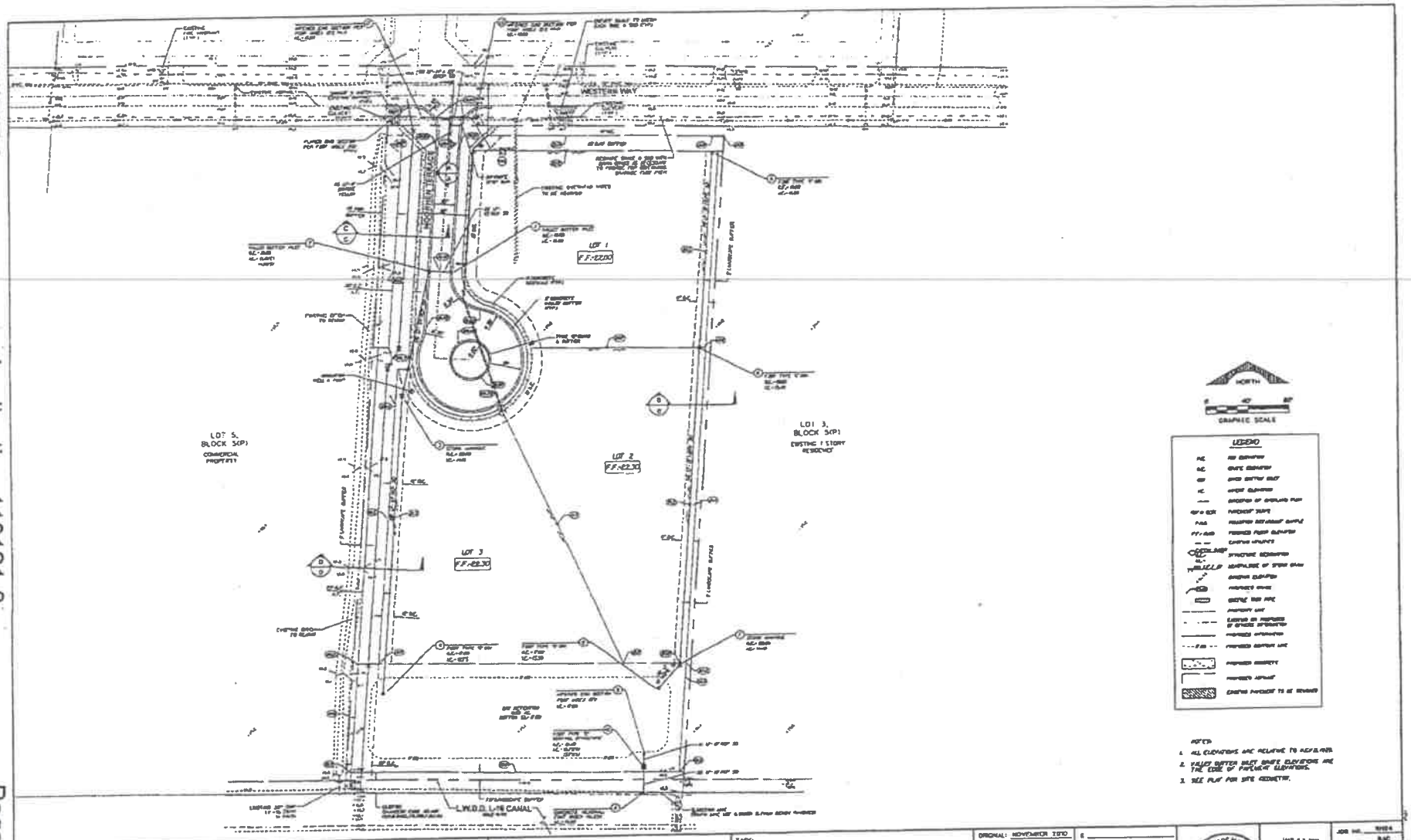
SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC	PROJECT: OSPREY OAKS	TASK: CONSTRUCTION PERIOD STORMWATER
	2701 NW BOCA RATON BLVD., SUITE 103	PARCEL 5	POLLUTION PREVENTION PLAN
	BOCA RATON, FLORIDA 33431	PALM BEACH COUNTY FLORIDA	

ORIGINAL: NOVEMBER 2010
REVISIONS:
1 2 3 4 5 6 7 8 9 10 11 12

JAMES WADE HANNEMAN — LICENSE No. 47966 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

MAR 11 2011

JOB NO. 1024
DRAWN RHD
DESIGNED JWH
CHECKED JTS
D.C. JWH
SHEET 1 of 5



SCHNARS
ENGINEERING CORPORATION

OWNER: BR OSPREY AQUISITIONS, LLC
2701 NW BOCA RATON BLVD., SUITE 103
BOCA RATON, FLORIDA 33431

PROJECT: OSPREY OAKS
PARCEL 5
PALM BEACH COUNTY FLORIDA

TASK: PAVING, GRADING, & DRAINAGE PLAN

ORIGINAL: NOVEMBER 2010
REVISIONS
1
2
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JAMES WADE HARRISON
LICENSE
No. 47088
STATE OF FLORIDA

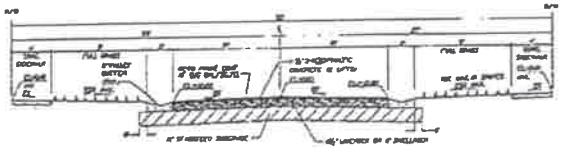
MAR 11 2011

JOB NO. 10024
DRAWN RJC
DESIGNED JWH
CHECKED JTS
D.C. JWH
SHEET 2 of 5

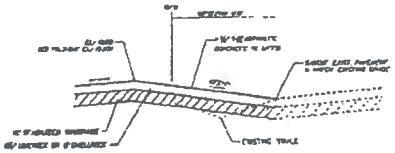
EXHIBIT 2

Application 110121-8

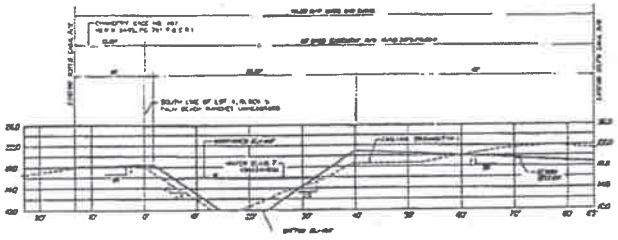
Page 4 of 6



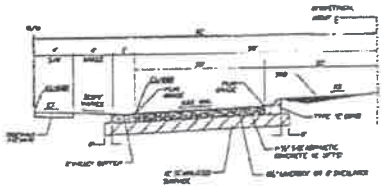
TYPICAL ROADWAY SECTION



SECTION A-A



L-19 CANAL SECTION



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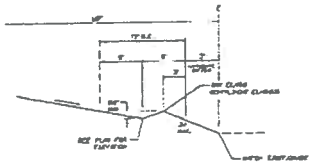
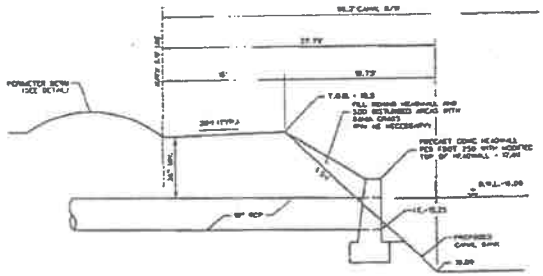
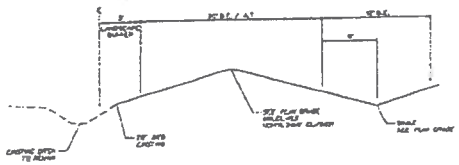


SECTION B-B



CULVERT CONNECTION TO LWDD L-19 CANAL



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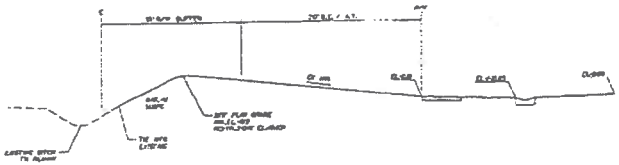

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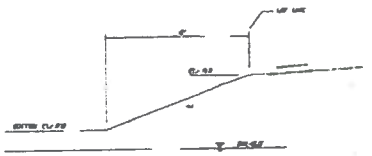


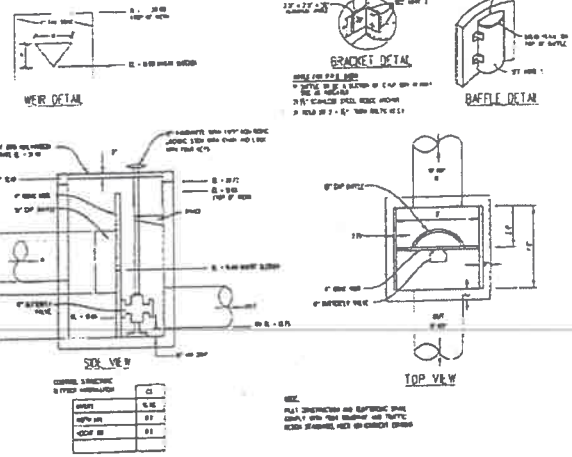
TYPICAL DRY RETENTION CROSS-SECTION

SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC 2701 NW BOCA RATON BLVD., SUITE 103 BOCA RATON, FLORIDA 33431	PROJECT: OSPREY OAKS PARCEL 5 PALM BEACH COUNTY FLORIDA	TASK: CONSTRUCTION DETAILS	ORIGINAL - NOVEMBER 2010 REVISIONS: 1 1/2012 PER LPA 2 3/2012 PER COMMENTS 3 1/2012 PER COMMENTS (SHEET) 4 5

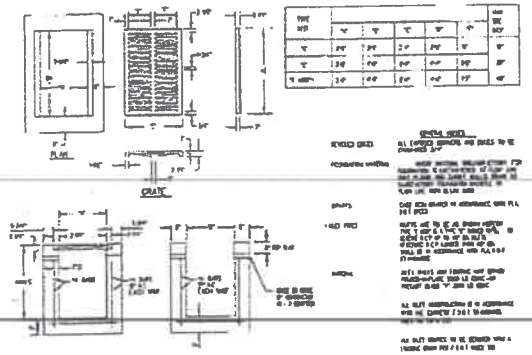
JAMES WADE HARDMAN, P.E. 67886, STATE OF FLORIDA, PROFESSIONAL ENGINEER

MAR 11 2012

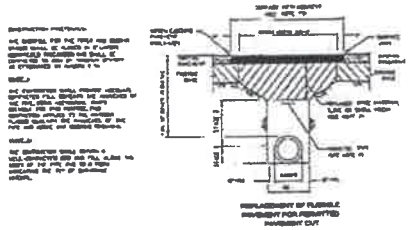
JOB NO. 10124
DRAWN RMC
DESIGNED JWH
CHECKED JTS
D.C. JWH
SHEET 3 of 5



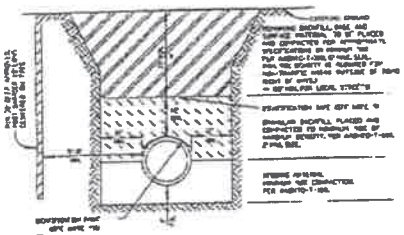
CONTROL STRUCTURE DETAIL



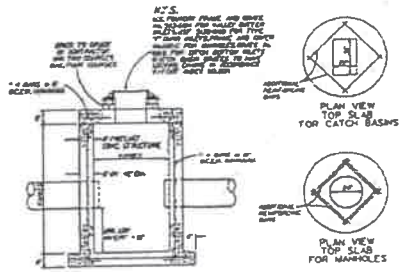
DITCH BOTTOM INLET DETAIL



OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)



TYPICAL TRENCH DETAIL/ROOT BARRIER INSTALLATION DETAIL



TYPICAL CATCH BASIN

NOTE: ALL VALLEY GUTTER INLETS SHALL BE ROUND.

SCHNARS ENGINEERING CORPORATION	OWNER: BR OSPREY AQUISITIONS, LLC 2701 NW BOCA RATON BLVD., SUITE 103 BOCA RATON, FLORIDA 33431	PROJECT: OSPREY OAKS PARCEL 5 PALM BEACH COUNTY FLORIDA	TASK: CONSTRUCTION DETAILS

ORIGINAL: NOVEMBER 2016
REVISIONS:
1 SCHNARS ENGINEERING
2 JURISDICTIONAL COMMENTS
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JAMES WADE MANNING LICENSE No. 47068 STATE OF FLORIDA PROFESSIONAL ENGINEER

MAR 1 6 2017

JOB NO. 1624
DRAWN RAD
DESIGNED JWW
CHECKED JTS
D.C. JWM
SHEET 4 of 5

EXHIBIT 2

Application 110121-8

Page 6 of 6

PAVING, GRADING AND DRAINAGE NOTES

1. ALL ENCOUNTERABLE MATERIALS, BASE OR SUBGRADE, UNSUITABLE MATERIAL AND OTHER DELETERIOUS MATERIAL AS IS ENCOUNTERED OR DIRECTED, SHALL BE REMOVED FROM THE BUILDING PADS, ROAD AND PARKING AREAS AND REPLACED WITH SUITABLE FILL MATERIAL TO MAXIMUM DENSITY IN ACCORDANCE WITH THE SPECIFIED

STAFF REPORT DISTRIBUTION LIST

OSPREY OAKS PARCEL 5

Application No: 110121-8

Permit No: 50-09716-P

INTERNAL DISTRIBUTION

X Caroline Hanes - 4220
X Eduardo J. Lopez - 4220
X Barbara J. Conmy - 4220
X Carlos A. de Rojas, P.E. - 4220
X ERC Engineering
X ERC Environmental
X H. Azizi
X H. Bittaker, PBCSC
X Permit File

EXTERNAL DISTRIBUTION

X Permittee - B R Osprey Acquisition Llc
X Engr Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 7 - FDEP
X Lake Worth Drainage District
X Palm Beach County - Environmental Res Management
X Palm Beach County - Health Dept Environmental Health & Engineering
X Palm Beach County - School Board Growth Mgmt
X Palm Beach County - Water Utilities Operations Center
X Palm Beach County Engineer

OTHER INTERESTED PARTIES

X Water Catchment Area Advisory Committee - Ed Dailey

STAFF REPORT DISTRIBUTION LIST

ADDRESSES

B R Osprey Acquisition Llc
By J K M Developers Llc
2701 N W Boca Raton Blvd
Boca Raton FL 33431

Div of Recreation and Park - District 7 - FDEP
13798 Se Federal Highway
Hobe Sound FL 33455

Palm Beach County - Environmental Res Management
2300 N. Jog Road
4th Floor
West Palm Beach FL 33411-2743

Palm Beach County - School Board Growth Mgmt
3300 Summit Blvd
West Palm Beach FL 33406-1492

Palm Beach County Engineer
2300 N. Jog Road
West Palm Beach FL 33411

Water Catchment Area Advisory Committee - Ed Dailey
2895 Farragut Lane
West Palm Beach FL 33409

Schnars Engineering Corporation
949-A Clint Moore Road
Boca Raton FL 33487

Lake Worth Drainage District
13081 S. Military Trail
Delray Beach FL 33484

Palm Beach County - Health Dept Environmental Health & Engineering
901 Evernia Street
West Palm Beach FL 33406

Palm Beach County - Water Utilities Operations Center
8100 Forest Hill Boulevard
West Palm Beach FL 33413-3336

EXHIBIT "F"
GUARANTEED ASSESSMENTS

As described in Article VII of the Declaration, commencing on the date of recording of this Declaration in the Public Records and expiring on the Guarantee Expiration Date, regular Assessments imposed on each Owner other than the Declarant shall not increase during the following intervals of time over the amount set forth for each interval and in no event shall the Guarantee Expiration Date extend beyond the date upon which Owners control the Board:

Interval No. 1: Interval 1 shall commence with the recording of the Declaration and end on December 31 of the year that the Declaration is Recorded. Regular Assessments shall not exceed Two Hundred Eleven Dollars and 00/100 ($211.00) per month during Interval No. 1.

Interval No. 2: Interval No. 2 shall commence on January 1st following the year when Interval No. 1 ends and end on December 31st of that same year. Regular Assessments shall not exceed Two Hundred Thirty-Two Dollars and 10/100 ($232.10) per month during Interval No. 2.

Interval No. 3: Interval No. 3 shall commence on January 1st following the year when Interval No. 2 ends and end on December 31st of that same year. Regular Assessments shall not exceed Two Hundred Fifty-Five Dollars and 31/100 ($255.31) per month during Interval No. 3.

EXHIBIT "G"
OSPREY OAKS PARCEL NO.'S 2 AND 3

LOT 1, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-1 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING WESTERLY OF LOT 1, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 INTERSECTING THE WEST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1 INTERSECTING THE WEST LINE OF SAID TRACT 2.

LOT 2, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-2 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING WESTERLY OF LOT 2, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 INTERSECTING THE WEST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 INTERSECTING THE WEST LINE OF SAID TRACT 2.

LOT 3, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-3 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

TRACT 1, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT 2 LYING SOUTHERLY AND WESTERLY OF LOT 3, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3 INTERSECTING THE WEST LINE OF SAID TRACT 2.

LOT 4, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-4 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

TRACT 3, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT 2 LYING SOUTHERLY AND EASTERLY OF LOT 4, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 4 INTERSECTING THE EAST LINE OF SAID TRACT 2.

LOT 5, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-5 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING EASTERLY OF LOT 5, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 5 INTERSECTING THE EAST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 5 INTERSECTING THE EAST LINE OF SAID TRACT 2.

LOT 6, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-6 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING EASTERLY OF LOT 6, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 6 INTERSECTING THE EAST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 6 INTERSECTING THE EAST LINE OF SAID TRACT 2.

LOT 7, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS S-7 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING EASTERLY OF LOT 7, OSPREY OAKS PARCEL NO.'S 2 AND 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 7 INTERSECTING THE EAST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 7 INTERSECTING THE EAST LINE OF SAID TRACT 2.

EXHIBIT "G" CONT.
OSPREY OAKS PARCEL NO. 4

LOT 1, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS K-1 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

TRACT 1, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT 2 LYING NORTHERLY AND WESTERLY OF LOT 1, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 INTERSECTING THE WEST LINE OF SAID TRACT 2.

LOT 2, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS K-2 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING WESTERLY AND SOUTHERLY OF LOT 2 AND TRACT 5, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 INTERSECTING THE WEST LINE OF SAID TRACT 2 AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT 5 INTERSECTING THE SOUTH LINE OF SAID TRACT 2.

TOGETHER WITH:

A PORTION OF TRACT 3 LYING SOUTHERLY OF TRACT 2, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE WEST BY THE WEST LINE OF SAID TRACT 3 AND BOUNDED ON THE EAST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 5 INTERSECTING THE SOUTH LINE OF SAID TRACT 3.

TOGETHER WITH:

TRACT 5 AND TRACT 6, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 3, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS K-3 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 3 LYING SOUTHERLY OF TRACT 2, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE EAST BY THE EAST LIMITS OF SAID TRACT 3 AND BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE EAST LINE OF TRACT 5 INTERSECTING THE SOUTH LINE OF SAID TRACT 3.

TOGETHER WITH:

A PORTION OF TRACT 2 LYING SOUTHERLY AND EASTERLY OF LOT 3, OSPREY OAKS PARCEL NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 115 AND 116 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH BY THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 3 (SAID NORTHERLY LINE HAVING A BEARING OF N 45°33'13" W AND A DISTANCE OF 13.16' AS DEPICTED ON SAID PLAT) INTERSECTING THE EAST LINE OF SAID TRACT 2 AND BOUNDED ON THE WEST BY THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 3 INTERSECTING THE SOUTH LINE OF SAID TRACT 2.

EXHIBIT "G" CONT.
OSPREY OAKS PARCEL NO. 5

LOT 1, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS M-1 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

TRACT 1, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT 2 LYING NORTHERLY AND EASTERLY OF LOT 1, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 INTERSECTING THE EAST LINE OF SAID TRACT 2.

LOT 2, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS M-2 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING EASTERLY OF LOT 2, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 2 INTERSECTING THE EAST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2 INTERSECTING THE EAST LINE OF SAID TRACT 2.

LOT 3, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SHALL MAINTAIN THE LIMITED COMMON AREA DEPICTED AS M-3 ON EXHIBIT "H" ATTACHED HERETO, LEGALLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 2 LYING WESTERLY OF TRACT 4 AND WESTERLY, SOUTHERLY AND EASTERLY OF TRACT 5, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE NORTH ALONG THE WEST SIDE OF SAID PLAT BY THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 3 OF SAID PLAT INTERSECTING THE WEST LINE OF SAID TRACT 2 AND BEING BOUNDED ON THE NORTH ALONG THE EAST SIDE OF SAID PLAT BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT 5 INTERSECTING THE EAST LINE OF SAID TRACT 2.

TOGETHER WITH:

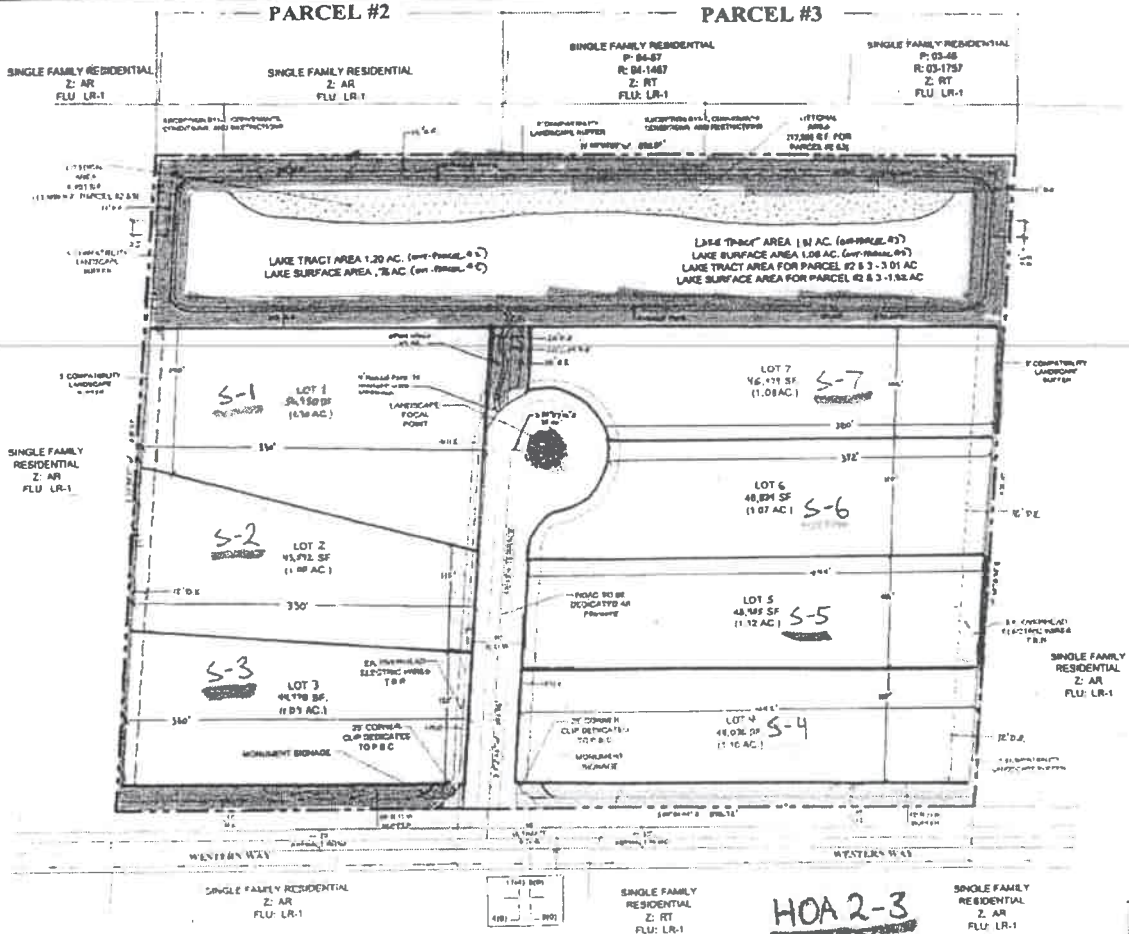
A PORTION OF TRACT 4 LYING WESTERLY OF LOT 3, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING BOUNDED ON THE SOUTH BY THE SOUTHERLY LIMITS OF SAID TRACT 4 AND BEING BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 3 INTERSECTING THE WEST LINE OF SAID TRACT 4.

TOGETHER WITH:

A TRACT 5, OSPREY OAKS PARCEL NO. 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGES 113 AND 114 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXHIBIT "H"

EXHIBIT H



SITE DATA PARCEL #2

CONTROL NO /PETITION NO	2005-00080
PROJECT NO	05043-000
PROJECT NAME	OSPREY OAKS PARCEL #2
RESOLUTION NO	R2006-0294
USE	SINGLE FAMILY RESIDENTIAL
TYPE OWNERSHIP	FEE SIMPLE
TIER	URBAN/SUBURBAN
LAND USE DESIGNATION	LR-1
ZONING DISTRICT	RT
TOWNSHIP 44 RANGE 42	SECTION 11
P C N #	00-42-45-10-01-000-0010
TAZ	648
BCC APPROVAL DATE	JANUARY 5, 2006
TOTAL SITE AREA	4.84 AC
TOTAL SINGLE FAMILY DWELLING UNITS	3 D U
TOTAL SITE DENSITY (3 D U on 4.84 AC)	.62 DU/AC
MAX BUILDING HEIGHT	35'-0"
BUILDING COVERAGE	MAX 30%
TOTAL LOT AREA	3.37 AC (69.6%)
TOTAL ROW AREA	.81 AC (21%)
PERIMETER BUFFERS AND EASEMENTS	0.36 AC (9.78%)
LAKE TRACT	1.2 AC (24.79%)

CONCURRENCY RESERVATION CHART

SINGLE-FAMILY	3 UNITS

* CONCURRENCY IS APPROVED FOR THE ABOVE USES AND AMOUNTS SHOWN ON THIS PLAN

SITE DATA PARCEL #3

CONTROL NO /PETITION NO	2005-00080
PROJECT NO	05043-000
PROJECT NAME	OSPREY OAKS PARCEL #3
RESOLUTION NO	R2006-0293
USE	SINGLE FAMILY RESIDENTIAL
TYPE OWNERSHIP	FEE SIMPLE
TIER	URBAN/SUBURBAN
FUTURE LAND USE DESIGNATION	LR-1
EXISTING ZONING DISTRICT	AR
ZONING DISTRICT	RT
TOWNSHIP #5 RANGE 42	SECTION 11
P C N #	00-42-45-10-01-000-0040 00-42-45-10-01-000-0020
TAZ	648
BCC APPROVAL DATE	JANUARY 5, 2006
TOTAL SITE AREA	7.01 AC
TOTAL SINGLE FAMILY DWELLING UNITS	4 D U
TOTAL SITE DENSITY (4 D U / 7.01 AC)	.55 DU/AC
MAX BUILDING HEIGHT	35'-0"
BUILDING COVERAGE	MAX 30%
TOTAL LOT AREA	4.92 AC (69.96%)
TOTAL ROW AREA	.82 AC (11.70%)
PERIMETER BUFFERS AND EASEMENTS	.78 AC (11.13%)
LAKE TRACT	1.61 AC (22.91%)
TOTAL LAKE TRACT FOR PARCELS # 2 & 3	3.01 AC (42.94%)

CONCURRENCY RESERVATION CHART

SINGLE-FAMILY	4 UNITS

* CONCURRENCY IS APPROVED FOR THE ABOVE USES AND AMOUNTS SHOWN ON THIS PLAN

LEGEND

L.M.E. = LAKE MAINTENANCE EASEMENT
ADT = AVERAGE DAILY TRIPS
U.E. = UTILITY EASEMENT
A.C. = ACRES
P.L. = PROPERTY LINE
R.O.W. = RIGHT OF WAY
L.A.T. = LAKE ACCESS TRACT
TBA = TO BE ABANDONED
TBR = TO BE REMOVED
D.E. = DRAINAGE EASEMENT

NOTES

1 ALL CORNER CLIPS TO BE 25' UNLESS OTHERWISE NOTED
2 ALL INTERSECTIONS 90 DEGREES UNLESS OTHERWISE NOTED
3 ALL IMPROVEMENTS WITHIN 100' OF PERIMETER PROPERTY LINE ARE SHOWN IF IN EXISTENCE

PARCEL #2 DRO CONDITIONS OF APPROVAL

1 PER ULDC ARTICLE 5.D.2.B.9, IN LIEU OF PROVIDING RECREATIONAL AMENITIES ON SITE THIS PETITION IS REQUIRED TO CONTRIBUTE $2,134 PRIOR TO PLAT APPROVAL FOR THE ACQUISITION AND IMPROVEMENT OF COMMUNITY OR NEIGHBOURHOOD PARKS WITHIN A 5 MILE RADIUS OF THIS PETITION (PLAT/PARCEL LAND DEVELOPMENT)

PARCEL #3 DRO CONDITIONS OF APPROVAL

1 PER ULDC ARTICLE 5.C.2.B.9, IN LIEU OF PROVIDING RECREATIONAL AMENITIES ON SITE THIS PETITION IS REQUIRED TO CONTRIBUTE $2,832 PRIOR TO PLAT APPROVAL FOR THE ACQUISITION AND IMPROVEMENT OF COMMUNITY OR NEIGHBOURHOOD PARKS WITHIN A 5 MILE RADIUS OF THIS PETITION (PLAT/PARCEL LAND DEVELOPMENT)

ZONING REVIEW
Date 2-28-11
To review comments and revise as necessary.

ZONING REVIEW
Staff
Date 2-28-11

LOCATION MAP

VEGETATION TRACKING VP-06-048

ZONING STAMPS

PROJECT NO. 05043-000
PETITION NO 05-058
DATE SUBMITTED 12-28-05
REVISION NO 1 (4+2)
FINAL PLAN APPROVED AT 1:00 PM

SCALE 1" = 50'-0"
NORTH

HOA 2-3

3/31/2011
Revised plan to match plans (SE 06228 2011-752 for plat comments

SEE CONDITIONS

ZONING REVIEW
Staff
Date 10-31-10
Revise per site inspection. Existing fences appear to be on lot lines.

PARCEL #2
RESIDENTIAL LANDSCAPE REQUIREMENTS

PARCEL #2
RESIDENTIAL LANDSCAPE REQUIREMENTS

PROPERTY DEVELOPMENT REGULATIONS

LAND DESIGN SOUTH

OSPREY OAKS PARCEL #2 & 3
PREPARED FOR HYPOLUXO/ JOG LLC.

MASTER SUBDIVISION PLAN/PLAT FO PARCELS # 2 &

2101 Corporate West Drive
West Palm Beach FL 33409
561-478-6651

SCALE 1" = 50'-0"
DRAWN BY E.F.
DRAWING # ...
FILE # ... BMS ...
DATE ...
REVISED ...

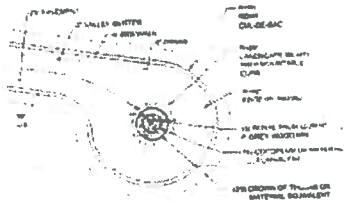
SHEET #
1 OF 2

HOA 4

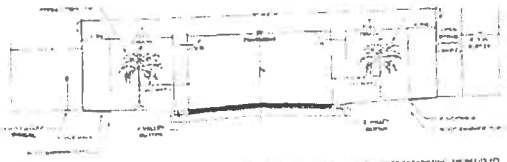
TYPICAL FPL LIGHT DETAIL

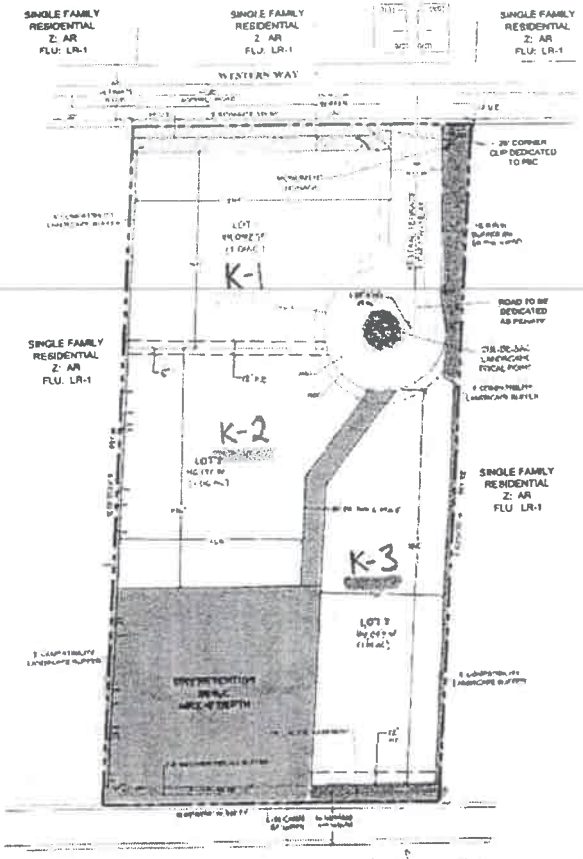
TYPICAL SIGN DETAIL

TYPICAL CUL-DE-SAC LANDSCAPE FOCAL POINT DETAIL



50' RIGHT-OF-WAY CROSS SECTION





SITE DATA

CONTROL NO. / PETITION NO.	2005-00995 00995-000
PROJECT NO.	OSPREY OAKS PARCEL #4
PROJECT NAME	A 2005-00995
RESOLUTION NO.	SINGLE FAMILY RESIDENTIAL
AREA	PRE SAPOLI
TYPE OF DEVELOPMENT	URBAN/SUBURBAN
TIER	LR-1
FUTURE LAND USE DESIGNATION	MT
ZONING DISTRICT	SECTION 11
SUBMITTAL #	05-42-46-10-01-005-0070
P.C.N. #	445
TAC	JANUARY 5, 2006
BCC APPROVAL DATE	5.82 AC.
TOTAL SITE AREA	3 D.U.
TOTAL SINGLE FAMILY DWELLING UNITS	80 DU/AC.
TOTAL SITE DENSITY (3 D.U./5.82 AC.)	35'-0"
MAX. BUILDING HEIGHT	MAX 30%
BUILDING COVERAGE	3.82 A.C. (65.19%)
TOTAL LOT AREA	46 A.C. (8.89%)
TOTAL R.O.W. AREA	.64 AC. (11.92%)
PERIMETER BUFFERS AND EASEMENTS	.68 A.C.(11.79%)
DRY RETENTION AREA	

CONCURRENCY RESERVATION CERT.: 3 UNITS

LEGEND

A.E. = LAKE ACCESS EASEMENT
M.E. = MAINTENANCE EASEMENT
R/W = RIGHT-OF-WAY
P.B. = PLAT BOOK
PG. = PAGE
L.A.E. = LAKE ACCESS TRACT
T.P.A. = TO BE DETERMINED
T.B.R. = TO BE REVISED
D.E. = DRAINAGE EASEMENT
P.L. = PROPERTY LINE
R.O.W. = RIGHT OF WAY

NOTES

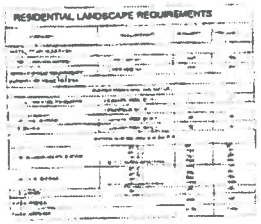
1. ALL DIMENSIONS SHALL BE TO THE NEAREST TENTH OF A FOOT UNLESS OTHERWISE NOTED.
2. ALL INTERSECTIONS TO BE 90 DEGREE UNLESS OTHERWISE NOTED.
3. ALL IMPROVEMENTS WITHIN 100' OF PERIMETER PROPERTY LINE ARE SHOWN IF IN EXISTANCE.

DRO CONDITIONS OF APPROVAL

1. PER U.D.C. ARTICLE 6.9.2.B.4., IN LIEU OF PROVIDING RECREATIONAL AMENITIES ON SITE THIS PETITION IS REQUIRED TO CITH (MINUTE 12,432) PRIOR TO PLAT APPROVAL FOR THE ACQUISITION AND IMPROVEMENT OF COMMUNITY OR NEIGHBORHOOD PARKS WITHIN A 5 MILE RADIUS OF THIS PETITION. (PLAT: PARK 1 LAKE DEVELOPMENT)

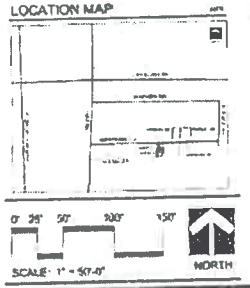
2. PRIOR TO PLATTING OR ISSUANCE OF L.W.D.D. PERMITS, THE OWNER SHALL CONVEY TO THE DISTRICT AN EASEMENT DEED OR WARRANTY DEED FOR THE SOUTH 40 FEET OF LOT 7, BLOCK A, PALM BEACH FARMS CO., RECORDED PLAT, FOR THE ULTIMATE RIGHT-OF-WAY FOR THE L-19 CANAL. (PLAT: ENG., W.D.D.)

RESIDENTIAL LANDSCAPE REQUIREMENTS



PROPERTY DEVELOPMENT REGULATIONS

LOCATION MAP



DRO CONDITIONS

ZONING STAMPS

PROJECT NO.: 00995-000
DATE SUBMITTED: 10-20-06
FINAL PLAN APPROVED AT A
10-20-06
PETITION TRACKING #: 10-06-C14

ZONING REVIEW
Staff
Date 10-20-06
Revise site plan to address plat comments per 2006-765.

11-30
ZONING REVIEW
Staff
Date 11-30-06
Revise site plan to address plat comments per 2006-765.

ZONING REVIEW
Staff
Date 12-11-06
Revise site plan to address Plat comments. Per 2006-765 for Resolution

LAND DESIGN SOUTH

OSPREY OAKS PARCEL #4

PREPARED FOR HYPOLUXO/ JOG LLC.

FINAL SUBDIV PLAN/ REGULATING PARCEL #4

DATE
REVISED

SHEET 1 OF

05-00995