

**ARTICLES OF INCORPORATION
OF
ARBOR MEADOWS AT MEADOW WOODS
MASTER ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

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TALLAHASSEE, FLORIDA

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Arbor Meadows
Articles

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**ARTICLES OF INCORPORATION
OF**

**ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC.
TALLAHASSEE, FLORIDA
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC. ("Association").

2. Principal Office. The principal office of Association is 120 Fairway Woods Boulevard, Orlando, Florida 32824.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134. The name of the Registered Agent of Association is:

ROSA ECKSTEIN SCHECHTER, ESQ.

4. Definitions. A declaration entitled Declaration for Arbor Meadows at Meadow Woods (the "Declaration") will be recorded in the Public Records of Orange County, Florida, and shall govern all of the operations of a community to be known as Arbor Meadows at Meadow Woods. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

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

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

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

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

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

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

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

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

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

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

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

7.12. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Arbor Meadows at Meadow Woods as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

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

7.14. The obligation to operate, maintain and manage the Surface Water Management System within Arbor Meadows at Meadow Woods in a manner consistent with Permit Number 48-00113-S and Application Number 030609-12 requirements and applicable District rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management

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System. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water Management System within Arbor Meadows at Meadow Woods.

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

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Guy Trussell	120 Fairway Woods Boulevard Orlando, Florida 32824
Candice H. Hawks	120 Fairway Woods Boulevard Orlando, Florida 32824
Cynthia L. Morse	120 Fairway Woods Boulevard Orlando, Florida 32824

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

11. Duration. Association shall have perpetual existence.

12. Amendments.

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

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

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

13. Limitations.

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

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

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

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

<u>President:</u>	Guy Trussell 120 Fairway Woods Boulevard, Orlando, Florida 32824
<u>Vice President:</u>	Candice H. Hawks 120 Fairway Woods Boulevard, Orlando, Florida 32824
<u>Secretary/Treasurer:</u>	Cynthia L. Morse 120 Fairway Woods Boulevard, Orlando, Florida 32824

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional

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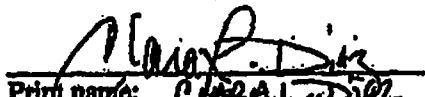
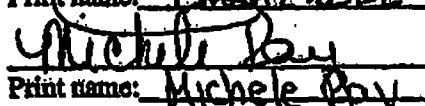
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fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

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

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 2nd day of July, 2004.

WITNESSES:


Print name: Michele Bay

Print name: Michele Bay


Rosa Eckstein Schechter, Esq.,
Incorporator

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 2nd day of July, 2004.


ROSA ECKSTEIN SCHECHTER, ESQ.

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OR BK 07805 PG 2091 PGS=94
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
01/31/2005 08:33:27 AM
REC FEE 800.50

This instrument prepared by
and when recorded return to:
Rosa Eckstein Schechter, Esq.
Landstar Development Corporation
Suite 1110
550 Biltmore Way
Coral Gables, Florida 33134



SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION
FOR
ARBOR MEADOWS AT MEADOW WOODS

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**DECLARATION
FOR
ARBOR MEADOWS AT MEADOW WOODS**

THIS DECLARATION FOR ARBOR MEADOWS AT MEADOW WOODS (this "Declaration") is made this 27th day of JANUARY, 2005 by Landstar Development Corporation, a Florida corporation ("Developer"), and joined in by Arbor Meadows at Meadow Woods Master Association, Inc., a Florida not-for-profit corporation.

R E C I T A L S

- A. Developer is the owner of the real property in Orange County, Florida, more particularly described in Exhibit 1 attached hereto and made a part hereof ("Arbor Meadows at Meadow Woods").
- B. Developer desires to subject Arbor Meadows at Meadow Woods to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Arbor Meadows at Meadow Woods, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Developer hereby declares that every portion of Arbor Meadows at Meadow Woods is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"Arbor Meadows at Meadow Woods" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Arbor Meadows at Meadow Woods.

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

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16.1 hereof.

"Association" shall mean Arbor Meadows at Meadow Woods Master Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, and the Rules and Regulations of Association, as amended from time to time.

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

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

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

"**Common Properties**" shall mean all real property interests and personalty within Arbor Meadows at Meadow Woods designated as Common Properties from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Arbor Meadows at Meadow Woods. The Common Properties may include, without limitation, open space areas, internal buffers, entrance features (unless owned by a Neighborhood Association), perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, lakes, irrigation pumps, irrigation lines, sidewalks, landscape lighting, walls, commonly used utility facilities, project signage, parking areas, entranceways, and entrance features. The Common Properties do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON PROPERTIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'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 PROPERTIES TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Common Properties may sometimes be referred to in this Declaration, the Articles, or the By-laws as "Common Areas".

"**Community Completion Date**" shall mean the date upon which all Homes in Arbor Meadows at Meadow Woods, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builders to Owners.

"**County**" shall mean Orange County, Florida.

"**Declaration**" shall mean this Declaration, together with all amendments and modifications thereof.

"**Developer**" shall mean Landstar Development Corporation, a Florida corporation, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Home**" shall mean a residential home and appurtenances thereto constructed on a Parcel within Arbor Meadows at Meadow Woods. A Home shall include, without limitation, a coach home, villa, townhouse unit, single family home and zero lot line home. 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 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.

"**Individual Assessments**" shall have the meaning set forth in Section 16.2.4 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 16.2.1 hereof.

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

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Arbor Meadows at Meadow Woods.

"Lot" shall mean any platted lot shown on a Plat.

"Neighborhood" shall mean any subdivision of Arbor Meadows at Meadow Woods which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

"Neighborhood Association" shall mean any homeowners association which governs a portion of Arbor Meadows at Meadow Woods.

"Neighborhood Association Documents" shall mean any declaration, articles, and by-laws, as amended from time to time, recorded in the Public Records governing a Neighborhood including the rules and regulations of such Neighborhood Association.

"Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association, if any.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood, together with all amendments and modifications thereof.

"Neighborhood Representative" shall have the meaning set forth in Section 7.3.

"Non-Conforming Pavers" shall have the meaning set forth in Section 9.13.

"Operating Costs" shall mean all costs and expenses of Association and the Common Properties. Operating Costs may include, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System, if any; all community lighting including up-lighting and Neighborhood entrance lighting (if not the obligation of a Neighborhood Association), all amounts payable in connection with any private street lighting agreement between Association and Progress Energy; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

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

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit issued by SFWMD respecting Arbor Meadows at Meadow Woods, a copy of which is attached hereto as Exhibit 4.

"Plat" shall mean any plat of any portion of Arbor Meadows at Meadow Woods filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Orange County, Florida.

"Reserves" shall have the meaning set forth in Section 16.2.3 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Arbor Meadows at Meadow Woods as adopted by the Board from time to time.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 16.2.2 hereof.

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

"Title Documents" shall have the meaning set forth in Section 22.7 hereof.

"Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs.

"Zero Lot Line Wall" shall mean a wall built directly on the boundary line of two (2) Lots and which forms part of the structure of the Homes or both Lots. If there is any question about whether a wall is a Zero Lot Line Wall, Association's determination shall be final.

3. Plan of Development.

3.1 Generally. The planning process for Arbor Meadows at Meadow Woods is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer has the right to develop Arbor Meadows at Meadow Woods (and adjacent properties owned by Developer) into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, fences, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Arbor Meadows at Meadow Woods as finally developed.

3.2 Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Common Properties, and (iii) master land development requirements.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent

of such entity or agency must also be obtained. All amendments must comply with Section 10.4.2 which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for, utilities, drainage, ingress and egress and roof overhangs over any portion of Arbor Meadows at Meadow Woods; additions or deletions from the properties comprising the Common Properties; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Arbor Meadows at Meadow Woods by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Arbor Meadows at Meadow Woods, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Arbor Meadows at Meadow Woods. Such amendment may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Arbor Meadows at Meadow Woods.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of sixty-six and two-thirds percent (66⅔%) of the Board at a duly noticed meeting of the Board at which there is a quorum.

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

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Properties in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Properties, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Arbor Meadows at Meadow Woods 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 Properties. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Arbor Meadows at Meadow Woods which had been Common Properties and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are perpetual and run with the land. Each Owner, by acceptance of a deed to a Home, irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Arbor Meadows at Meadow Woods 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, and restrictions contained in this Declaration. This provision is not subject to amendment. The provisions of this Declaration are equitable servitudes and run with the land.

7.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Properties 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. 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.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association and a Neighborhood Association. Membership rights are governed by the provisions of the Association Documents and the Neighborhood Association Documents and the deed to a Home. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home. In addition to the foregoing, each Neighborhood Association shall have a neighborhood representative (the "Neighborhood Representative") who will vote the interests of the Homes within such Neighborhood at Association meetings. Each Neighborhood Representative shall have one vote for each Home within his or her Neighborhood at Association meetings.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and

register such persons with Association. All provisions of this Declaration and other Association Documents shall apply to both such Owner and the designated occupants.

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

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

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws, any of the other Association Documents, or any Neighborhood Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Arbor Meadows at Meadow Woods for various public purposes or to make any portions of Arbor Meadows at Meadow Woods part of the Common Properties, or to create and implement a special taxing district which may include all or any portion of Arbor Meadows at Meadow Woods. In addition, the Common Properties of Arbor Meadows at Meadow Woods may include, without limitation, decorative improvements, berms, and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. **SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON PROPERTIES. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON PROPERTIES AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.**

9. Operation of Common Properties.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Properties to Association as set forth in Section 9.4 herein, any portion of the Common Properties owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Properties without interference from any Owner or Lender of a Home or any portion of Arbor Meadows at Meadow Woods or any other person or entity whatsoever. Owners shall have no right in or to any Common Properties referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Properties are not a guarantee of the final composition of the Common Properties. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Properties to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Properties referred to herein at its discretion without notice.

9.2 Additional Common Area Facilities. Prior to the Community Completion Date, Developer reserves the absolute right to construct additional Common Properties facilities and improvements within Arbor Meadows at Meadow Woods, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Properties. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Properties as they are contemplated as of the date hereof. Without limiting the foregoing, Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Properties, or changes or modifications to any of them.

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

9.4 Conveyance.

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

9.4.2 Form of Common Area Deed. Each deed of the Common Properties shall be subject to the following provisions:

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

9.4.2.2 matters reflected in any plat(s) of any portion of Arbor Meadows at Meadow Woods;

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

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Properties conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Properties and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Properties deemed defective by Developer during its inspections of the Common Properties. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

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

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

9.6 Paved Common Properties. The Common Properties may contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including but not limited to pavers and sidewalks forming a part of the Common Properties, if any. Notwithstanding the foregoing, County shall be responsible for the maintenance and resurfacing of all public roads within Arbor Meadows at Meadow Woods. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Properties, if any, by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the pavers and sidewalks forming part of the Common Properties, if any, annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the pavers and sidewalks forming part of the Common Properties, if any, monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

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

9.8 Use.

9.8.1 Nonexclusive Use. The Common Properties shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Properties. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Properties available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain

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specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors which consent shall not be unreasonably withheld or delayed.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Arbor Meadows at Meadow Woods. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Properties.

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

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Properties accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Properties, 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 within Arbor Meadows at Meadow Woods, and (e) design of any portion of Arbor Meadows at Meadow Woods. Each such person also expressly indemnifies and agrees to hold harmless Developer, Association, Neighborhood Associations, Builders, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Properties, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Properties including, without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON PROPERTIES MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, ASSOCIATION, AND NEIGHBORHOOD ASSOCIATIONS 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.

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

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Properties and Arbor Meadows at Meadow Woods. The Rules and Regulations need not be recorded in the Public Records. The Common Properties shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

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9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Properties and the related improvements within Arbor Meadows at Meadow Woods, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Arbor Meadows at Meadow Woods), general office and construction operations within Arbor Meadows at Meadow Woods; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Arbor Meadows at Meadow Woods 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 Arbor Meadows at Meadow Woods; (v) post, display, inscribe or affix to the exterior of any portion of the Common Properties or portions of Arbor Meadows at Meadow Woods owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Arbor Meadows at Meadow Woods including, without limitation, Parcels and Homes; (vi) excavate fill from any lakes, or waterways within and/or contiguous to Arbor Meadows at Meadow Woods by dredge or dragline, store fill within Arbor Meadows at Meadow Woods and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Arbor Meadows at Meadow Woods and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Arbor Meadows at Meadow Woods.

9.10 Public Facilities. Arbor Meadows at Meadow Woods may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Arbor Meadows at Meadow Woods.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Properties or any other act of omission by any of them shall be construed or considered a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or an actual, implied or constructive dispossession of another Owner from the Common Properties; or an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. Arbor Meadows at Meadow Woods is located within a multi-purpose special taxing district and street lighting, district created by County for the purpose of providing local improvements and services including, without limitation, street lighting landscape maintenance and maintenance of drainage tracts. The costs for providing such improvements and services shall be paid by Special Assessments levied against Homes within such multi-purpose special taxing and street lighting districts. Such Special Assessments may be collected at the same time and in the same manner as ad valorem taxes. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Properties of Association to a special taxing district, or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with such special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer including, without limitation, the maintenance and/or operation of any of the foregoing. Notwithstanding the foregoing, any district(s) created and/or Common Properties transferred pursuant to this Section shall be subject to governmental approval. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district(s) shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Arbor Meadows at Meadow Woods (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick

pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Properties, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Water Mains. In the event County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Properties, then Association will be responsible to replace or repair the driveway at each Owner's expense as an Individual Assessment, if such expenses are not paid for by County or other entity.

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

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

10. Maintenance by Association.

10.1 Common Properties. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Properties, including all improvements placed thereon. Without limiting the foregoing, Association shall maintain the entrance wall(s) and entrance feature(s), if any, within Arbor Meadows at Meadow Woods. Association shall have no responsibility for maintenance of any common area within a Neighborhood.

10.2 Lawn Maintenance. Association shall have no responsibility for maintenance of yards within a Home. All lawn maintenance of Homes shall be the responsibility of each Owner, unless the Neighborhood Declaration for the Neighborhood in which a Home is located states otherwise. Association shall be responsible for the maintenance of the sprinkler system servicing the Common Properties. The Owner of each Home or to the extent provided in a Neighborhood Declaration, the Neighborhood Association, shall be responsible for the maintenance of the sprinkler system and any or all landscaping and other improvements within any portion of the Lot containing the Home. In the event grass is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by

Association in its sole and absolute discretion) shall be charged to such Owner as an Individual Assessment. Root pruning in any paved Common Properties shall be the responsibility of Association.

10.3 Public Roads. It is possible that Association may maintain the medians and swales and pavers of all public roads within Arbor Meadows at Meadow Woods pursuant to an agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. Without limiting the foregoing, Association shall maintain the sprinkler system(s) on the medians, pavers and swales of all public roads.

10.4 Surface Water Management System.

10.4.1 Duty to Maintain. The Surface Water Management System within Arbor Meadows at Meadow Woods will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Properties, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association.

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

10.5 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Properties, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

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

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

10.8 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of Arbor Meadows at Meadow Woods. Such areas may abut, or be proximate to, Arbor Meadows at Meadow Woods, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a Neighborhood Association. These areas may include, without

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limitation, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, brick pavers, irrigation, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent there is any disagreement between Developer and Association with regard to the maintenance of any lakes, or ponds outside Arbor Meadows at Meadow Woods, Association shall maintain the same as part of the Common Properties.

11. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association or Neighborhood Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Arbor Meadows at Meadow Woods by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced.

12. Use Restrictions, Alterations and Additions. Each Owner must comply with the following:

12.1 Animals. No animals of any kind shall be raised, bred or kept within Arbor Meadows at Meadow Woods for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time and strictly in accordance with each applicable Neighborhood Declaration.

12.2 Cars and Trucks.

12.2.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Arbor Meadows at Meadow Woods or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. There shall be no overnight parking on the street within Arbor Meadows at Meadow Woods. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Arbor Meadows at Meadow Woods except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking garages may be parked in Arbor Meadows at Meadow Woods.

12.2.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Arbor Meadows at Meadow Woods for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Arbor Meadows at Meadow Woods, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

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

12.3 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Arbor Meadows at Meadow Woods. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for

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such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Arbor Meadows at Meadow Woods. No solicitors of a commercial nature shall be allowed within Arbor Meadows at Meadow Woods, without the prior written consent of Association. No day care center or facility may be operated out of a Home.

12.4 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Arbor Meadows at Meadow Woods. 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 IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN ARBOR MEADOWS AT MEADOW WOODS AND RESIDENTIAL ATMOSPHERE THEREOF.

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

12.6 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Properties except in areas designated for those purposes by Association.

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

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

12.9 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association 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 Developer shall have responsibility of any nature relating to any unoccupied Home.

12.10 Fuel Storage. No fuel storage tanks, including, but not limited to, those for water, oil, propane gas, or other liquid fuels or chemicals, including those used for swimming pools or the like, shall be permitted on any Lot unless the same shall be underground or placed inside of walls, fences, or landscaping screens consisting of three (3) gallon size container vegetative material planted on 18" centers, provided approval of the architectural review committee of the applicable Neighborhood Association shall be required for any and all such installations. In no event shall any storage tank be visible from any adjacent or neighboring property.

12.11 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be

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responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

12.12 General Use Restrictions. Each Home, the Common Properties and any portion of Arbor Meadows at Meadow Woods shall not be used in any manner contrary to the Association Documents.

12.13 Grass. Any replanting or resodding of grass by an Owner within his or her Lot must be done with St. Augustine sod or other ground cover.

12.14 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Any irrigation system that is not specifically the maintenance obligation of a Neighborhood Association (pursuant to a Neighborhood Declaration or Plat) or of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Properties.

12.15 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Properties. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

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

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

12.18 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Arbor Meadows at Meadow Woods. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors.

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

12.20 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Properties, any Lot or Home, or any other portion of Arbor Meadows at Meadow Woods, which is unsightly or which interferes with the comfort and convenience of others.

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

12.22 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Arbor Meadows at Meadow Woods. Boating and personal watercrafts (e.g., water skis) are prohibited. No docks may be erected within any lake or waterbody.

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

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

12.25 Window or Wall Air Conditioning Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

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

14. Requirement to Maintain Insurance.

14.1 Association. Association shall maintain the following insurance coverage:

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

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

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

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

14.1.5 Developer. Prior to the Turnover Date, Developer shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to

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demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

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

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

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

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

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

15. Property Rights.

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

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Properties.

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

15.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Properties by an Owner, its immediate family, etc., for any period during which any Assessment against that Owner remains unpaid.

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

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

15.1.7 The perpetual right of Developer to access and enter the Common Properties at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Properties. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common

Properties so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Properties.

15.1.8 The rights of Developer and Association regarding Arbor Meadows at Meadow Woods as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

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

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

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement over, upon, across, and under Arbor Meadows at Meadow Woods as may be required in connection with the development of Arbor Meadows at Meadow Woods, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of Arbor Meadows at Meadow Woods, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Arbor Meadows at Meadow Woods for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any utilities provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Properties. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Properties as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Properties shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Properties for construction purposes. Developer intends to use the Common Properties for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Arbor Meadows at Meadow Woods from Developer's sales facilities located within Arbor Meadows at Meadow Woods. Developer has the right to use all portions of the Common Properties in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Properties for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 19 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Developer may non-exclusively assign its rights hereunder to each Builder.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Properties.

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

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

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Arbor Meadows at Meadow Woods (including Lots, Parcels and/or Homes) for utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

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

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

15.10 Easements. A non-exclusive easement shall exist in favor of Developer and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Properties and portions of Arbor Meadows at Meadow Woods necessary for ingress, egress, and access to the Common Properties for construction purposes.

15.11 Blanket Easement in favor of Association. Association is hereby granted an easement over all of Arbor Meadows at Meadow Woods, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Properties and Neighborhood Common Areas, including, but not limited to, lakes, perimeter walls and fences and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.12 Neighborhood Association Easement. To the extent a Neighborhood Association has an obligation to maintain any portion of the Common Properties, such Neighborhood Association shall have a non-exclusive easement over, upon, across and under such portion of Common Properties necessary to maintain the same.

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

16. Assessments.

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

which does not contain a Home. As vacant Lots owned by Builders may not receive certain services, Builders shall not be required to pay for the same.

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

16.2.1 Any monthly, quarterly or annual assessment or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments"); and

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

16.2.4 Assessments for which one or more Owners (but less than all Owners) within Arbor Meadows at Meadow Woods is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional services, and Association pays for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Arbor Meadows at Meadow Woods that Association perform any other obligation of an Owner under this Declaration and/or a Neighborhood Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

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

16.4 Allocation of Operating Costs.

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

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Arbor Meadows at Meadow Woods conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

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

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

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

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

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

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

16.9 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING

FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

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

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

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

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

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

16.13 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that the Declaration was recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.14 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party

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liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

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

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

16.17 Exemption. Notwithstanding anything to the contrary herein, Developer shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer may pay Assessments on Homes or Lots owned by it, or fund the deficit, if any, as set forth in Section 16.8 herein, resulting from the failure of Lots and/or Homes owned by Developer to pay Assessments. In addition, the Board shall have the right to exempt any portion of Arbor Meadows at Meadow Woods subject to this Declaration from the Assessments, provided that such part of Arbor Meadows at Meadow Woods exempted is used (and as long as it is used) for any of the following purposes:

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

16.17.2 Any real property interest held by a utilities provider;

16.17.3 Common Properties or property (other than a Home) owned by a Neighborhood Association;

16.17.4 Any of Arbor Meadows at Meadow Woods exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

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

16.19 Association Right to Allocate Portion of Operating Costs. Association shall have the right to allocate and charge to individual Neighborhood Associations any portion of the Operating Costs that may be attributable solely to a neighborhood. By way of example, and not of limitation, if a lake lies completely within a neighborhood, then Association may charge a portion of the costs of maintaining such lake to the Neighborhood Association responsible for that Neighborhood.

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

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

17. Information to Lenders and Owners.

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

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

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

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

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

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

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

18. Owners Liability.

18.1 Right to Cure. Should any Owner do any of the following:

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

18.1.2 Cause any damage to any improvement or Common Properties; or

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

18.1.4 Undertake unauthorized improvements or modifications to a Home and/or the Common Properties; or

18.1.5 Impede Developer from proceeding with or completing the development of Arbor Meadows at Meadow Woods, as the case may be;

then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and

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causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

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

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

18.2.2 Commence an action to recover damages; and/or

18.2.3 Take any and all action reasonably necessary to correct the violation or breach.

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

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

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

18.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Developer and/or, where applicable, Owners or Association 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.

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

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

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

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

18.6.4 The Violations Committee may impose Individual 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. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

19. Additional Rights of Developer.

19.1 Sales and Administrative Offices. Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Arbor Meadows at Meadow Woods and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Arbor Meadows at Meadow Woods. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Arbor Meadows at Meadow Woods, including Common Properties, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Properties to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

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

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

19.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Properties for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Arbor Meadows at Meadow Woods.

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

19.6 Management. Developer may manage the Common Properties by contract with Association. Developer may also contract with a third party ("Manager") for management of Association and the Common Properties. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on or per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

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

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

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

19.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Arbor Meadows at Meadow Woods including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on Arbor Meadows at Meadow Woods or adjacent to or near Arbor Meadows at Meadow Woods, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION NOR ANY NEIGHBORHOOD 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 ARBOR MEADOWS AT MEADOW WOODS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS,

AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

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

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

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

19.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS

103786

Declaration
Arbor Meadows at Meadow Woods
1/26/05

DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT ARBOR MEADOWS AT MEADOW WOODS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

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

22. General Provisions.

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

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

22.3 Execution of Documents. Developer's plan of development for the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Arbor Meadows at Meadow Woods, 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 Arbor Meadows at Meadow Woods or any portion(s) thereof.

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

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

22.6 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF ARBOR MEADOWS AT MEADOW WOODS ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO ARBOR MEADOWS AT MEADOW WOODS. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF ARBOR MEADOWS AT MEADOW WOODS, 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, HEREBY 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 ARBOR MEADOWS AT MEADOW WOODS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF ARBOR MEADOWS AT MEADOW WOODS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

22.7 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, recorded in the Public Records (collectively, the "Title Documents"). Developer's plan of development for Arbor Meadows at Meadow Woods may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set their hands and seals this 27th day of JANUARY, 2005.

WITNESSES:

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation

Guy T. L.
Print Name: Guy Trussell

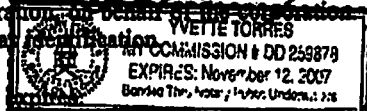
Jaime Adamczyk
Print Name: Jaime Adamczyk

By: [Signature]
Name: William D. Morrissey
Title: Executive Vice President

STATE OF FLORIDA)
COUNTY OF Marion) SS.:

THE FOREGOING INSTRUMENT was acknowledged before me this 27th day of January, 2005, by William D. Morrissey of LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. Such individual is personally known to me or has produced a driver's license as identification.

My commission



[Signature]
NOTARY PUBLIC,
State of Florida at Large

Print Name: Yvette Torres

JOINDER

ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC.

ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC. ("Association") does hereby join in the Declaration for Arbor Meadows at Meadow Woods (the "Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association 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 27th day of January, 2005.

WITNESSES:

ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Print Name: Jaime Adamczyk

[Signature]
Print Name: Lynita Burns

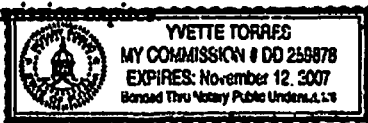
By: [Signature]
Name: Guy Russell
Title: President

STATE OF FLORIDA)
COUNTY OF ORANGE)

SS.:

The foregoing instrument was acknowledged before me this 27th day of January, 2005 by Guy Russell, as President of ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced as identification, on behalf of the corporation.

My commission expires



[Signature]
NOTARY PUBLIC
State of Florida at Large

Print Name Yvette Torres

JOINDER AND CONSENT

Arbor Meadows at Meadow Woods, as described on Exhibit "1" to the Declaration for Arbor Meadows at Meadow Woods (the "Declaration") is presently encumbered in whole or in part by a Real Estate Mortgage, Assignment and Security Agreement to Bank of America, N.A., a national banking association (the "Mortgages") dated April 5, 2004 and recorded on April 6, 2004 in Official Records Book 7376, page 3602, of the Public Records of Orange County, Florida, and a Financing Statement recorded on April 6, 2004 in Official Records Book 7376, page 3639, of the Public Records of Orange County, (collectively the "A&D Mortgage") and by a Consolidated and Restated Real Estate Mortgage, Assignment, and Security Agreement dated October 17, 2000, and recorded November 10, 2000 in Official Records Book 6128, at Page 2288, of the Public Records of Orange County, Florida, as modified by First Mortgage Modification and Future Advance Agreement dated November 13, 2000 and recorded in Official Records Book 6135, page 2789, of the Public Records of Orange County, Florida, as modified by Second Mortgage Modification and Spreader Agreement dated April 5, 2004 and recorded on April 6, 2004, in Official Records Book 7376, page 3646 of the Public Records of Orange County, Florida, as modified by Third Mortgage Modification and Spreader Agreement dated April 5, 2004 and recorded on April 6, 2004 in Official Records Book 7376, page 3652, of the Public Records of Orange County, Florida, as modified by Fourth Mortgage Modification and Spreader Agreement dated August 20, 2004 and recorded on August 26, 2004, in Official Records Book 7590, page 2671 of the Public Records of Orange County, Florida, as modified by Fifth Mortgage Modification and Spreader Agreement dated October 14, 2004 and recorded on October 25, 2004, in Official Records Book 7671, page 4087 of the Public Records of Orange County, Florida (collectively, the "Construction Mortgage").

Mortgagee hereby certifies that is it the holder of the A&D Mortgage and the Construction Mortgage and hereby joins in and consents to the Declaration. Mortgagee further subordinates the lien of the A&D Mortgage and Construction Mortgage to the Declaration, and agrees that in the event of a foreclosure under either the A&D Mortgage or Construction Mortgage, the Declaration shall survive and not be extinguished by such foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 25 day of JANUARY, 2005.

Signed, sealed and delivered
in the presence of:

Print Name: ISRAEL KOPEL

Print Name: ANDRES HERNANDEZ

BANK OF AMERICA, N.A., a national banking
association

By: Evita Francuz

Name: Evita Francuz
Title: Vice President

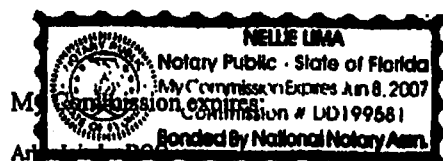
STATE OF FLORIDA :

: ss:

COUNTY OF MIAMI-DADE :

The foregoing instrument was acknowledged before me by Evita Francuz, as Vice President of Bank of America, N.A., a national banking association. Such individual is personally known to me or has produced a driver's license as identification, and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 25 day of Jan., 2005.



Nellie Lima
Notary Public
State of Florida at Large
(Notarial Seal)

Declaration
Arbor Meadows at Meadow Woods
1/25/05

EXHIBIT 1
LEGAL DESCRIPTION

103786

Declaration
Arbor Meadows at Meadow Woods
1/26/05

Legal Description

A portion of Section 25, Township 24 South, Range 29 East and a portion of Section 30, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of "**WOODBIDGE**", according to the plat thereof, as recorded in Plat Book 34, Pages 1 through 3, Public Records of Orange County, Florida; thence run westerly along the northerly line of said "**WOODBIDGE**" the following two (2) courses and distances; run N 87°56'59" W, a distance of 1917.32 feet; thence run S 69°31'53" W, a distance of 111.42 feet to a point on the easterly line of "**LAKEWOOD AT MEADOW WOODS**", according to the plat thereof, as recorded in Plat Book 31, Page 56, Public Records of Orange County, Florida; thence run northerly along the easterly line of said "**LAKEWOOD AT MEADOW WOODS**" the following three (3) courses and distances; run N 09°37'12" W, a distance of 30.08 feet; thence run N 45°06'49" W, a distance of 172.91 feet; thence run N 81°00'00" W, a distance of 130.06 feet; thence run N 60°21'53" W, a distance of 153.59 feet; thence run N 02°07'42" E, a distance of 504.89 feet; thence run N 87°52'18" W, a distance of 50.00 feet; thence run N 02°07'42" E, a distance of 41.60 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1006.00 feet and a central angle of 03°12'13"; thence on a chord bearing of S 65°58'01" W, run 56.25 feet along the arc of said curve to the point of tangency thereof; thence run S 64°21'55" W, a distance of 1149.36 feet; thence run S 70°20'48" W, a distance of 399.78 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1455.00 feet and a central angle of 14°53'47"; thence run southwesterly, along the arc of said curve, a distance of 378.29 feet to the point of tangency thereof; thence run S 55°27'01" W, a distance of 94.18 feet to a point of curvature of a curve, concave southeasterly, having a radius of 50.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 78.54 feet to a point on the easterly right-of-way line of Landstar Boulevard, as shown on the plat "**LANDSTAR BOULEVARD RIGHT OF WAY EXTENSION IV**" according to the plat thereof, as recorded in Plat Book 26, Pages 88 through 90; Public Records of Orange County, Florida; thence run northerly along the easterly right-of-way line of said Landstar Boulevard the following two (2) courses and distances; run N 34°32'59" W, a distance of 175.86 feet to a point of curvature of a curve, concave northeasterly, having a radius of 840.00 feet and a central angle of 01°01'31"; thence run northwesterly, along the arc of said curve, a distance of 15.03 feet to a cusp of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 91°01'31"; thence on a tangent bearing of S 33°31'28" E, run along the arc of said curve, a distance of 79.43 feet to a point; thence run N 55°27'01" E, a distance of 94.05 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1545.00 feet and a central angle of 14°53'47"; thence run northeasterly, along the arc of said curve, a distance of 401.69 feet to the point of tangency thereof; thence run N 70°20'48" E, a distance of 778.93 feet; thence run N 64°21'55" E, a distance of 762.90 feet to a point of curvature of a curve, concave southeasterly, having a

radius of 1056.00 feet and a central angle of $35^{\circ}49'46''$; thence run northeasterly, along the arc of said curve, a distance of 660.36 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of $52^{\circ}34'29''$; thence run northeasterly along the arc of said curve, a distance of 22.94 feet to a point of reverse curvature of a curve, having a radius of 61.00 feet and a central angle of $175^{\circ}37'58''$; thence run northeasterly along the arc of said curve, a distance of 186.99 feet to a point; thence run $S\ 68^{\circ}50'19''\ E$, a distance of 164.80 feet; thence run $S\ 76^{\circ}19'25''\ E$, a distance of 92.89 feet; thence run $S\ 84^{\circ}50'09''\ E$, a distance of 100.00 feet; thence run $N\ 55^{\circ}04'14''\ E$, a distance of 135.69 feet; thence run $N\ 65^{\circ}07'21''\ E$, a distance of 107.85 feet; thence run $S\ 88^{\circ}42'09''\ E$, a distance of 836.03 feet to a point on the west line of *"ISLAND WALK"*, according to the plat thereof, as recorded in Plat Book 49, Pages 71 through 74, Public Records of Orange County, Florida; thence run $S\ 04^{\circ}21'34''\ W$, along the west line of said *"ISLAND WALK"*, a distance of 359.40 feet to a point on the south line of said *"ISLAND WALK"*; thence run $N\ 87^{\circ}50'31''\ E$, along the south line of said *"ISLAND WALK"*, a distance of 514.20 feet to a point on the west line of *"ISLEBROOK - PHASE 2"*, according to the plat thereof, as recorded in Plat Book 44, Pages 87 through 90, Public Records of Orange County, Florida; thence run $S\ 12^{\circ}02'50''\ W$, along the west line of said *"ISLEBROOK - PHASE 2"*, a distance of 540.88 feet to the *POINT OF BEGINNING*.

Less and Except:

A portion of Section 25, Township 24 South, Range 29 East and a portion of Section 30, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Southeast $1/4$ of said Section 25; thence run $N\ 89^{\circ}54'38''\ W$, along the south line of the Southeast $1/4$ of said Section 25, a distance of 1904.30 feet to a point on the easterly right-of-way line of Landstar Boulevard as shown on the plat *"LANDSTAR BOULEVARD RIGHT OF WAY EXTENSION IV"*, as recorded in Plat Book 26, Pages 88 through 90, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southwesterly, having a radius of 1760.00 feet and a central angle of $13^{\circ}37'32''$; thence along said easterly right-of-way line the following courses and distances; on a chord bearing of $N\ 27^{\circ}44'13''\ W$, run 418.55 feet along the arc of said curve to the point of tangency thereof; thence run $N\ 34^{\circ}32'59''\ W$, a distance of 106.78 feet for the *POINT OF BEGINNING*; thence continue along the easterly right-of-way line of said Landstar Boulevard the following two (2) courses and distances; run $N\ 34^{\circ}32'59''\ W$, a distance of 175.86 feet to a point of curvature of a curve, concave northeasterly, having a radius of 840.00 feet and a central angle of $01^{\circ}01'31''$; thence run northwesterly, along the arc of said curve, a distance of 15.03 feet to a cusp of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of $91^{\circ}01'31''$; thence on a tangent bearing of $S\ 33^{\circ}31'28''\ E$, run along the arc of said curve, a distance of 79.43

feet to the point of tangency thereof; thence run N 55°27'01" E, a distance of 94.05 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1545.00 feet and a central angle of 14°53'47"; thence run northeasterly, along the arc of said curve, a distance of 401.69 feet to the point of tangency thereof; thence run N 70°20'48" E, a distance of 778.93 feet; thence run N 64°21'55" E, a distance of 762.90 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1056.00 feet and a central angle of 35°49'46"; thence run northeasterly, along the arc of said curve, a distance of 660.36 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 52°34'29"; thence run northeasterly along the arc of said curve, a distance of 22.94 feet to a point of reverse curvature of a curve, having a radius of 61.00 feet and a central angle of 181°53'17"; thence run northeasterly along the arc of said curve, a distance of 193.65 feet to a point of reverse curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 35°30'55"; thence run southwesterly along the arc of said curve, a distance of 15.50 feet to the point of tangency thereof; thence run S 13°59'35" W, a distance of 2.54 feet; thence run N 76°00'25" W, a distance of 90.00 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 94°05'31"; thence on a chord bearing of N 33°03'11" W, run 41.06 feet along the arc of said curve to a point of compound curvature of a curve, concave southeasterly, having a radius of 1006.00 feet and a central angle of 35°32'09"; thence run southwesterly along the of said curve, a distance of 623.94 feet to the point of tangency thereof; thence run S 64°21'55" W, a distance of 1149.36 feet; thence run S 70°20'48" W, a distance of 399.78 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1455.00 feet and a central angle of 14°53'47"; thence run southwesterly, along the arc of said curve, a distance of 378.29 feet to the point of tangency thereof; thence run S 55°27'01" W, a distance of 94.18 feet to a point of curvature of a curve, concave southeasterly, having a radius of 50.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 78.54 feet to the *POINT OF BEGINNING*.

Containing 41.86 total acres, more or less.

Master Association

BY-LAWS
OF
ARBOR MEADOWS AT MEADOW WOODS
MASTER ASSOCIATION, INC.

103764

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**BY-LAWS
OF
ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is ARBOR MEADOWS AT MEADOW WOODS MASTER ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 120 Fairway Woods Boulevard, Orlando, Florida 32824, or at such other location determined by the Board of Directors (the "Board") from time to time.

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

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

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

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

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

"Developer" shall have the meaning set forth in the Declaration, as amended from time to time.

"Member" shall mean a Member of Association.

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

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

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

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

"Voting Interests" shall mean the voting rights held by the Members.

3. **Members.**

3.1 **Voting Interests.** Each Owner and Developer and any Builder shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one (1) vote appurtenant to each Home.

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

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

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

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

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

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

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

4. Board of Directors.

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

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

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

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

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

4.6 Appointment and Election of Directors.

4.6.1 Prior to the Turnover Date. The initial number of Board members shall be three (3).

4.6.2 After the Turnover Date. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the number of Directors will be determined by the Board.

4.6.3 Term. Directors shall be elected for a term expiring on the date of the next annual meeting.

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

4.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

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

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

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

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

5.5 Open Meetings. Meetings of the Board shall be open to all Members and shall be permitted with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

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

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Properties at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

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6. Powers and Duties of the Board.

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

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

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

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

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

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

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

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

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

6.1.9 District. Contract with the District for any lawful purpose.

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

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

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

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

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

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

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

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Committees.**

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

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

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

12. **Amendments.**

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

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

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

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

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

15. **Miscellaneous.**

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

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

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 48-00113-S
DATE ISSUED: July 28, 2003**

Form #0841
08/95

**PERMITTEE: LANDSTAR DEVELOPMENT COMPANY
120 FAIRWAY WOODS BLVD
ORLANDO, FL 32824**

PROJECT DESCRIPTION: Modification for construction and operation of a surface water management system to serve a 51.23 acre residential project known as Meadow Woods Parcel 31.1 and 31.2.

PROJECT LOCATION: ORANGE COUNTY, SEC 31 TWP 24S RGE 30E

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. 030609-12, dated June 9, 2003. 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 8).
3. the attached 12 Special Conditions (See Pages : 5 - 6 of 8) and
4. the attached 9 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 28th day of July, 2003, in accordance with Section 120.60(3), Florida Statutes.

BY:


Thomas P. Genovese
Service Center Director
Orlando Service Center

Certified mail number. 7002 1000 0004 7317 6585

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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 latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

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

(d) For a noticed general permit issued pursuant to Chapter 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 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 subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

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

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, 10-3-95

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-4.001, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0961. The statement of completion and certification shall be based on on-site observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All survey 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 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

GENERAL CONDITIONS

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 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 transferring 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 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 occurs 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 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 when permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special authorizations prior to the start of any activity approved by this permit. This permit does not convey 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 any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-5, F.A.C.
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence excavation, construction, or other activity involving the use of sovereign or other lands of the State, to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining a 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 commencing activity on sovereign lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work is for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" permit.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or losses which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application including plans or other supporting documentation, shall not be considered binding, unless a 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-1.6107 and 40E-1.6108, F.A.C.

GENERAL CONDITIONS

- 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 conceptual phase of this permit shall expire on July 28, 2005.
The construction phase of this permit shall expire on July 28, 2008.
2. Discharge Facilities:

Basin: Basin B6-4b, Structure: 1

1-6.5" dia. CIRCULAR ORIFICE with invert at elev. 80.5' NGVD.
138 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.
1-37" W X 79" L drop inlet with crest at elev. 81.1' NGVD.

Receiving body : Existing master system
Control elev : 80.5 feet NGVD. /80.5 FEET NGVD DRY SEASON.

Basin: Basin B6-4c-e, B6-5e, Structure: 1

1-6.8" dia. CIRCULAR ORIFICE with invert at elev. 80.5' NGVD.
385 LF of 48" dia. REINFORCED CONCRETE PIPE culvert.
1-37" W X 79" L drop inlet with crest at elev. 81.5' NGVD.

Receiving body : Existing wetland
Control elev : 80.5 feet NGVD. /80.5 FEET NGVD DRY SEASON.

3. Lake side slopes shall be no steeper than 5:1 (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.
4. Operation of the surface water management system shall be the responsibility of HOME OWNER ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification 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.
5. Facilities other than those stated herein shall not be constructed without an approved modification of permit.
6. 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. Location of the elevation reference must be noted on or with the certification report.
7. 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 flood conditions.
8. Minimum building floor elevation: BASIN: Basin B6-4b - 84.30 feet NGVD. BA
Basin B6-4c-e, B6-5e - 83.80 feet NGVD.
9. Minimum road crown elevation: Basin: Basin B6-4b - 82.50 feet NGVD. Basin: 1
B6-4c-e, B6-5e - 82.50 feet NGVD.
10. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.

SPECIAL CONDITIONS

11. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly installed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
12. All special conditions and exhibits previously stipulated by permit number 48-00113-S remain in effect unless otherwise revised and shall apply to this modification.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

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

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

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

c. Administrative Complaint and Order:

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

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

e. Emergency Authorization and Order:

A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.511, Fla. Admin. Code, copies of which are attached to this Notice of Rights and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

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

2. Because the administrative hearing process is designed to formulate final agency action, the filing a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception, to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

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

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

CIRCUIT COURT

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

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

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

DISTRICT COURT OF APPEAL

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

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine such action is consistent with the provisions and purport of Chapter 373, Fla. Stat. Pursuant to Section 373.617, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of SFWMD must be filed with FLAWAC within 20 days of rendition of the order or adoption of the rule sought reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD entered pursuant to a formal administrative hearing pursuant to Section 120.57(1), Fla. Stat., must be filed no later than 30 days after rendition of the SFWMD's final agency action. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

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

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

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

MEDIATION

12. A person whose substantial interest may be affected by the SFWMD's action may request mediation as an alternative remedy under Section 120.68, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 30 days of either written notice through mail or personal service.

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publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

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

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

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

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

VARIANCES AND WAIVERS

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

(a) the caption shall read:

Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principles of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

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

a) the specific facts that make the situation an emergency; and

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

WAIVER OF RIGHTS

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

28-106.201

INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

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

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

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

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

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

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

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

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

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

- (c) The oral or written statement, sworn or which was submitted to the agency concerning it to be reviewed and the date and location of the statement if the individual or entity requesting the review participated in a proceeding previously instituted to Chapter 120, F.S., on the order for which it is sought;

- (d) If review of an order is being sought, whether the activity authorized by the order substantially affect natural resources of state or regional significance, or whether the order raises policy, statutory interpretation, or rule interpretation issues of regional or statewide significance from a review of agency precedent, and all the factual basis of record which the petitioner claims supports the determination(s); and

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

28-107.005 EMERGENCY ACTION

- (1) If the agency finds that immediate action is required to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, restrict a license.
- (2) The 14-day notice requirement of 120.569(2)(b), F. S., does not apply and shall be construed to prevent a hearing at the earliest practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 14 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

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

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 497-2574
Mailing Address: P.O. Box 24681, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24 - 08

Environmental Resource Regulation Department

POST-CONSTRUCTION REQUIREMENTS

For projects requiring permit transfer to the operating entity

CONSTRUCTION COMPLETION / CONSTRUCTION CERTIFICATION (Form No. 0881)

- For Environmental Resource / Surface Water Management Permits
- Submit within 30 days of construction completion
- A Florida registered professional engineer must certify that all surface water management system facilities are constructed in substantial conformance with plans and specifications approved by the District
- Required by Sections 373.117 and 373.419, Fla. Stat.
- If another certification form is used by the engineer, it must address all components of the surface water management system and state that the engineer has reviewed the permit and that the constructed system is in substantial conformance with the plans and specifications approved by the District.

REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE / SURFACE WATER MANAGEMENT PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE AND TRANSFER OF PERMIT TO THE OPERATING ENTITY (Form No. 0920)

- For Environmental Resource / Surface Water Management Permits
- Form must be completed and signed by an authorized representative of the operating entity
- Form must include all applications to be transferred
- Required enclosures (listed on Form No. 0920) should be submitted at the same time
- Permit file must contain documentation that all applicable permit conditions have been satisfied.

AFFIDAVIT AND CHECKLIST FOR CONTENT OF ASSOCIATION DOCUMENTS IN COMPLIANCE WITH SFWMD PERMITTING CRITERIA

- For Environmental Resource / Surface Water Management Permits
- Applies when a homeowner or property owner association, or master association, is the proposed operating entity for a surface water management system
- Submittal of affidavit greatly facilitates the review of the permit transfer
- Provides reasonable assurance that the association meets minimum requirements of Section 9.2, Basis of Review (BOR), to operate and maintain the surface water management system

(Rev 6/02)

EXECUTIVE OFFICE

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

**Broward, Highlands, Miami-Dade, Martin, Monroe, Okeechobee, Palm Beach, and
St. Lucie Counties:**

Please respond to the West Palm Beach Service Center.

**SFWMD
Environmental Resource Compliance Division
MSC 4230
P.O. Box 24680
West Palm Beach, FL 33416-4680**

(561) 686-8800; (800) 432-2045

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

**SFWMD
Environmental Resource Compliance Division
MSC 4720
2301 McGregor Blvd.
Ft. Myers, FL 33901**

(941) 338-2929; (800) 248-1201

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

**SFWMD
Environmental Resource Compliance Division
MSC 4710
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809**

(407) 858-6100; (800) 250-4250

(Rev 6/



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Environmental Resource/Surface Water Management Permit Construction Completion/Construction Certification

FORM 0881
08/95

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Compliance Division

SUBJECT:

PERMIT NO. _____
PROJECT NAME: _____
LOCATION: COUNTY _____

APPLICATION NO. _____
PHASE: _____
SEC / TWP / RGE _____

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

Completion Date: Month _____ Day _____ Year _____

Discharge Structure:

PERMITTED

EXISTING

Weir	Width	_____	Crest	_____	Width	_____	Crest	_____
Bleeder	Dimensions	_____	Invert	_____	Dimensions	_____	Invert	_____
Type	_____							

Retention/Detention Area: (if applicable)

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

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

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

Engineer's Signature and Seal

Name (Please Print) FLA. Registration No.



South Florida Water Management District

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

Form #0820

08/95

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Compliance Division**

Date _____

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

PROJECT: _____

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

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

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

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

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

Operating Entity Name

Authorized Signature

Title and Telephone Number of Signatory

Printed Name of Signatory

Enclosure:



Documentary evidence of satisfaction of permit conditions (other than long term monitoring)
Copy of recorded transfer of title to surface water management system
Copy of plat(s)

Application No(s). _____

Permit No. _____

Project Name: _____

AFFIDAVIT

I, _____, on behalf of

_____ in

_____ capacity, hereby attest to the following pertaining to the above project:

(9.2.3, BOR) I attest that the Home or Property Owners' or Condominium or Community or Master-Association has the following general powers and attributes set forth in the Articles of Incorporation or other documents on the page numbers indicated:

1. a. All the powers set forth in Section 617, Fla. Stat.	Page no. _____
b. All the powers set forth in Section 718, Fla. Stat.	Page no. _____
OR	
1. The power to:	
a. own and convey property;	Page no. _____
b. operate and maintain common property, specifically the surface water management (SWM) as permitted by the SEWMD including all lakes, retention areas, culverts and related appurtenances;	Page no. _____
c. establish rules and regulations;	Page no. _____
d. assess members and enforce assessments;	Page no. _____
e. to sue and be sued; and	Page no. _____
f. contract for services to provide for operation and maintenance services.	Page no. _____
2. All homeowners, lot owners, property owners, unit owners and golf course(s), if any are members of the Association.	Page no. _____
3. The Association exists in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.	Page no. _____

(9.2.4. BOR) I further attest that the following covenants and restrictions are contained in the Declaration of Protective Covenants, Declaration of Condominium, Deed Restrictions or Articles of Incorporation (documents) on the page numbers indicated:

1. The Association is responsible for the operation and maintenance of the SWM system described in the permit.	Page no. _____
2. The SWM system is: a. owned by the Association; or b. described in the documents as common property.	Page no. _____ Page no. _____
3. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM system.	Page no. _____
4. Any amendment proposed to these documents which would affect the SWM system, conservation areas or water management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the District will so advise the permittee.	Page no. _____
5. The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.	Page no. _____
6. If wetland mitigation or monitoring is required the association shall be responsible to carry out this obligation. The rules and regulations state that it shall be the association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.*	Page no. _____
7. a. The SFWMD Permit No. _____ is attached to the documents as Exhibit _____. b. copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.*	Page no. _____ Page no. _____
8. The District has 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 in mitigation or conservation areas under the responsibility or control of the association.	Page no. _____

* You may strike out this section if it is not applicable.

(9.2.6, BOR) If the project is a phased project or has independent associations, I further attest that the following powers and duties are contained in the documents:

1. The (Master) Association has the power to accept into the association subsequent phases, that will utilize the same SWM system; or	Page no. _____
2. a. The documents provide that independent associations have the right to utilize the permitted SWM system;	Page no. _____
b. The documents delineate maintenance responsibilities between the independent associations;	Page no. _____
c. Cross easements for drainage, and ingress and egress for maintenance, copies of which are attached, have been granted between all independent associations utilizing the SWM system.	Page no. _____
d. The golf course owner / operator is a member of the Association and the documents reflect this relationship.	Page no. _____

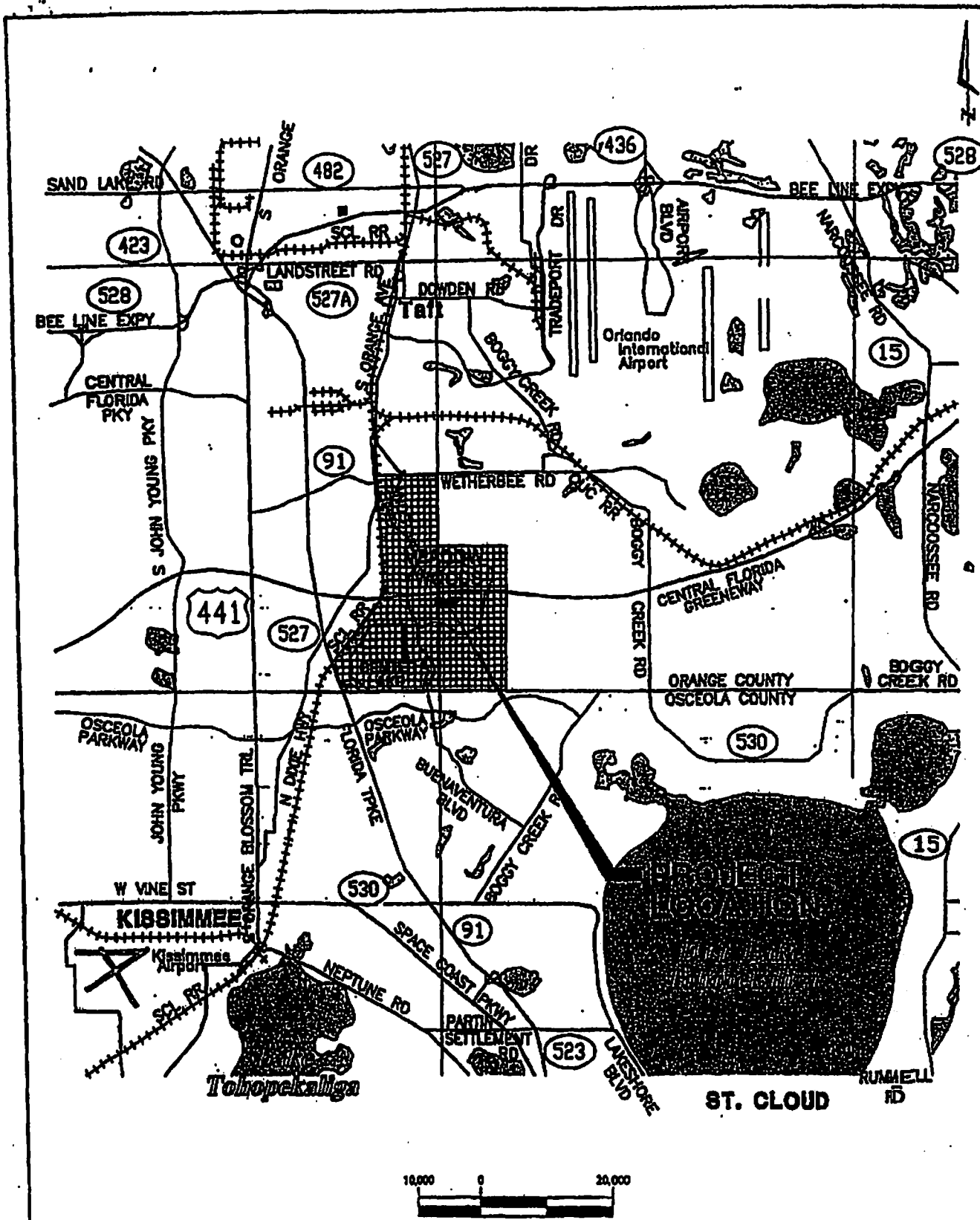
Signature

State of Florida _____)
County of _____) ss

I HEREBY CERTIFY that on the _____ day of _____, 20____, before an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements by _____, who is personally known to me has produced _____ as identification and who did (did take an oath.

Notary Public, State of Florida

* You may strike out this section if it is not applicable.



<div>MEADOW WOODS</div> <div>PARCEL 31.1 & 31.2</div> <div>ORANGE COUNTY, FLORIDA</div>	<div></div> <div>MILLER SELLEN CONNER & WALSH</div> <div>Community Planners, Designers & Engineers</div> <div>214 East Lucerne Circle, Orlando, Florida 32801</div> <div>Telephone: (407) 422-3330 Fax: (407) 422-3329</div> <div>E-mail: msc@meowinc.com</div> <div>Engineering Business Number 2565</div>	VICINITY MAP	
		SCALE	DATE
		FILE	FIGURE
		1" = 10,000'	MAY 200
		31.1-041.DWG	FIGURE

EXHIBIT 1

Last Date For Agency Action: 08-AUG-03

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Meadow Woods Parcels 31.1 And 31.2

Permit No.: 48-00113-S

Application No.: 030608-12

Application Type: Environmental Resource (General Permit Modification)

Location: Orange County, S31/T24S/R30E

Permittee: Landstar Development Company

Operating Entity: Home Owners Association

Project Area: 51.23 acres

Project Land Use: Residential

Drainage Basin: BOGGY CREEK

Receiving Body: Existing master system

Class: CLASS III

Special Drainage District: NA

Conservation Easement To District: No

Sovereign Submerged Lands: No

PROJECT PURPOSE: Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve a 51.23 acre residential project known as Meadow Woods Parcel 31.1 and 31.2. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located east of Landstar Boulevard and south of the Greenway.

A portion of the master surface water management, Pond 31.2, serving the project area was permitted in conjunction with Application No. 000201-20 issued on September 14, 2000. The site contains the existing pond, partially mass graded areas, uplands, and adjacent wetlands.

The project site consists of pine flatwoods and grasslands. There are no wetlands, unique uplands or other surface waters located within the project area. A portion of the site is adjacent to Wetlands 65 and 64, but does not extend into or otherwise affect the established upland buffer zones or wetlands. The project is consistent with the master Meadow Woods development plan. Best management plans for erosion control will be implemented during construction activities.

PROPOSED PROJECT:

Construction proposed consists of the water management system serving the entrance road, Parcel 31.1, 31.2 and Pond 63 expansion containing 51.23 acres. Future development areas are also served by this system making the contributing drainage area 79.81 acres. The drainage area excludes the adjacent wetlands and approximately 1.25 acres of rear yard area that drains to the wetlands via an upland vegetated buffer.

The water management system for the entrance road, Parcel 31.1 and 31.2 consists of inlets and culverts directing runoff to three wet detention ponds. These ponds provide water quality treatment prior to discharging to the adjacent wetlands that provide the required attenuation upstream of the final discharge off-site. Discharge to the wetlands is via spreader swales that reduce the velocities to less than two feet per second.

The project is divided into three basins, Basins B6-4b, B6-4c and B6-4d. The pond in Basin B6-4c is existing and was previously permitted (App. No. 000201-20). The location of the pond was shifted to the north during construction to comply with the proposed development plan of Parcel 31.2. In addition these ponds provide water quality treatment for the future development areas of Basins B6-4b, B6-4c and B6-5e. Also being constructed with this modification is the expansion at the southwest corner of existing Pond 63. This pond was previously permitted (App No. 000201-20) and is approximately 18.8 acres and will be expanded by 3.1 acres to 21.9 acres.

This modification is consistent with the Meadow Woods conceptual approval.

LAND USE:

The land use information is for this modification and includes the expansion of existing Pond 63.

Construction:

Project:

	This Phase	Total Project	
Building Coverage	9.45	9.45	acres
Pavement	8.67	8.67	acres
Pervious	23.11	23.11	acres
Water Mgmt Acreage	10.00	10.00	acres

This Phase

Total Project

Total:

51.23

51.23

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit for the area. Discharge is to existing wetlands that provide attenuation prior to discharge off-site. Discharge from Wetland 69 is 137 cfs which is less than the permitted 360.1 cfs.

Discharge Storm Frequency : 25 YEAR-1 DAY

Design Rainfall : 8.8 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Basin B6-4b	35	Previously Permitted	31.5	82.5
Basin B6-4c-e, B6-5e	62	Previously Permitted	59.7	82.3

Finished Floors :

Building Storm Frequency : 100 YEAR-1 DAY

Design Rainfall : 10.6 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Basin B6-4b	82.8	84.3	82
Basin B6-4c-e, B6-5e	82.7	83.6	82

Road Design :

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 7 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Basin B6-4b	82.4	82.5
Basin B6-4c-e, B6-5e	82.2	82.5

Flood Plain/Compensating Storage:

This project results in approximately 5.4 acre feet of encroachment into the 100 year floodplain. Compensating storage is provided in the detention ponds between the control elevation of 80.5' NGVD and the 100 year flood stage of 82' NGVD.

Displaced Volume	Compensating Volume	100-Year Stage Elevation
5.4 ac-ft	6.5 ac-ft	82 ft-NGVD

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Basin B6-4b	28.48	80.5/80.5	80.50	Master System
Basin B6-4c-e, B6-5e	53.35	80.5/80.5	80.50	Master System

Receiving Body :

Basin	Str.#	Receiving Body
Basin B6-4b	1	Existing master system
Basin B6-4c-E, B6-5e	1	Existing wetland

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

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia
Basin B6-4b	1	1	Reinforced Concrete Pipe		138'	48
Basin B6-4c-e, B6-5e	1	1	Reinforced Concrete Pipe		385'	48

Inlets:

Basin	Str#	Count	Type	Width	Length	Dia.	Crest E
Basin B6-4b	1	1	Inlet	37"	79"		81.
Basin B6-4c-e, B6-5e	1	1	Inlet	37"	79"		81.

Water Quality Structures: Note: The units for all the elevation values of structures are (ft, NGVD)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Inve
Basin B6-4b	1	1	Circular Orifice				6.8"		
Basin B6-4c-e, B6-5e	1	1	Circular Orifice				6.8"		

WATER QUALITY

No adverse water quality impacts are anticipated as a result of the proposed project. Water quality treatment in excess of the first inch of runoff is provided in the wet detention ponds. This includes water quality treatment for the first inch of runoff from the future development areas to the north in Basins B6-4b, B6-4c and B6-5e.

Basin	Treatment Method	Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
Basin B6-4b	Treatment Wet Detention	3.04 acres 4.48	4.48

Endangered Species:

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or

species of special concern are discovered on the site.

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-4361(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 public water supply will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. Prior to commencing any construction dewatering a dewatering permit shall be obtained from the District.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a general permit issued pursuant to Section 40E-20 FAC.

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

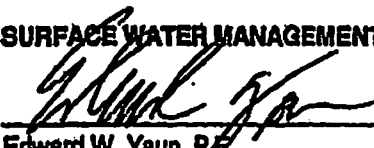
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

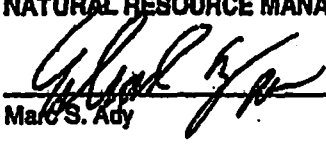
DIVISION APPROVAL:

SURFACE WATER MANAGEMENT:

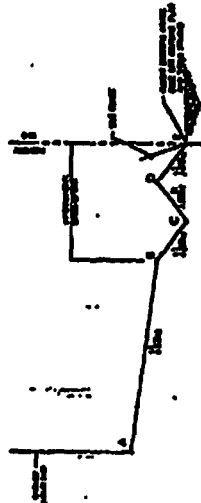
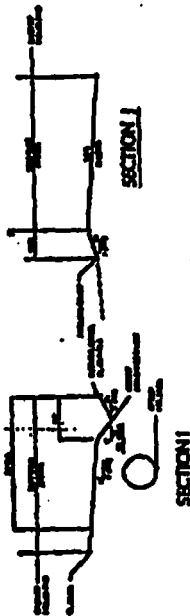
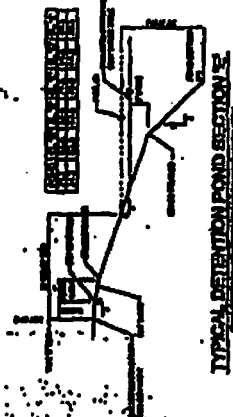
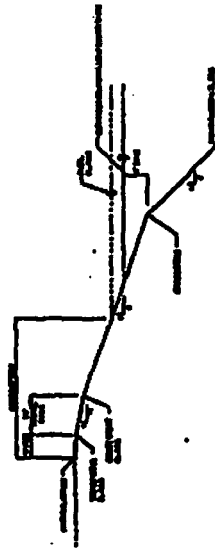
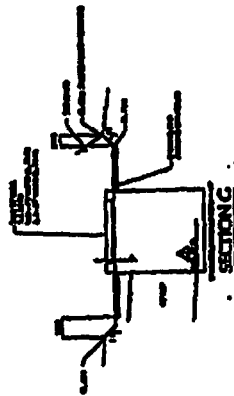
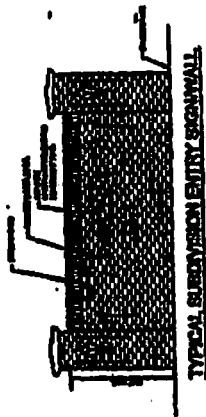

Edward W. Yaun, P.E.

DATE: 7/23/03

NATURAL RESOURCE MANAGEMENT:


Marc S. Aoy

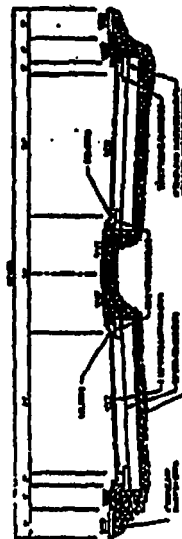
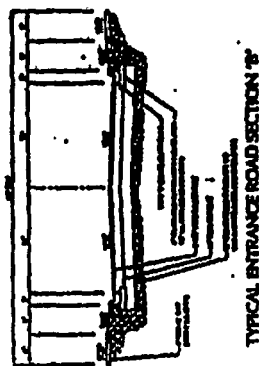
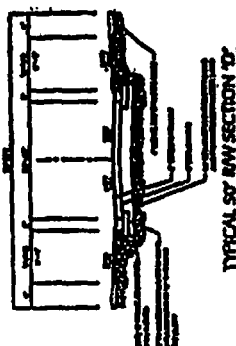
DATE: 7/23/03



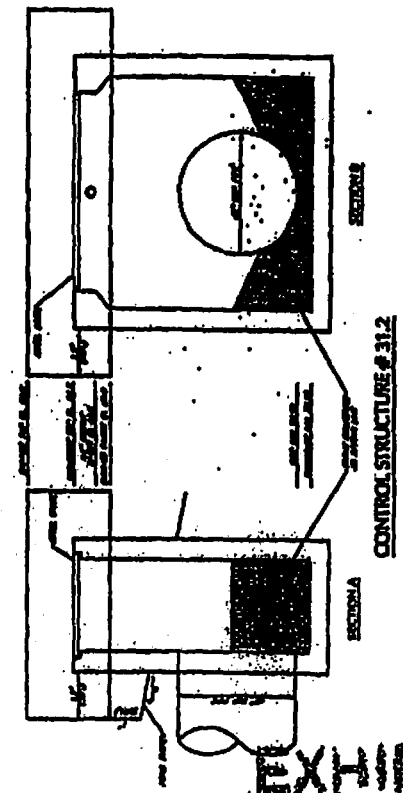
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SECTION 3



SALE BY WILLIAM W. WILSON & SONS, INC. COMPANY 2410 W. 10th Ave., Oklahoma City, Okla. 73106 Tel. (405) 521-1111 Telex 154444 WILSON		SECTION AND DETAILS Meadow Woods PARCELS 31.1 & 31.2 ORANGE COUNTY, FLORIDA		METAL LOST DATE 3-23-73 T-P
--	--	---	--	-----------------------------------



82716A.BX			
SUN	MAY	T-2	
MAY 2003			
out		4.23	

CONTROL STRUCTURE DETAILS
MEADOW WOODS
PARCELS 31.1 & 31.2
ORANGE COUNTY, FLORIDA

ANALYSTS: JELLY CORNER & WILSON
Community Finance, Design & Engineering
234 Richmond Park, Oakdale, Idaho 20801
Telephone: 208/423-3339 Fax: 208/423-3379
www.jellycorner.com 2010

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EXHIBIT

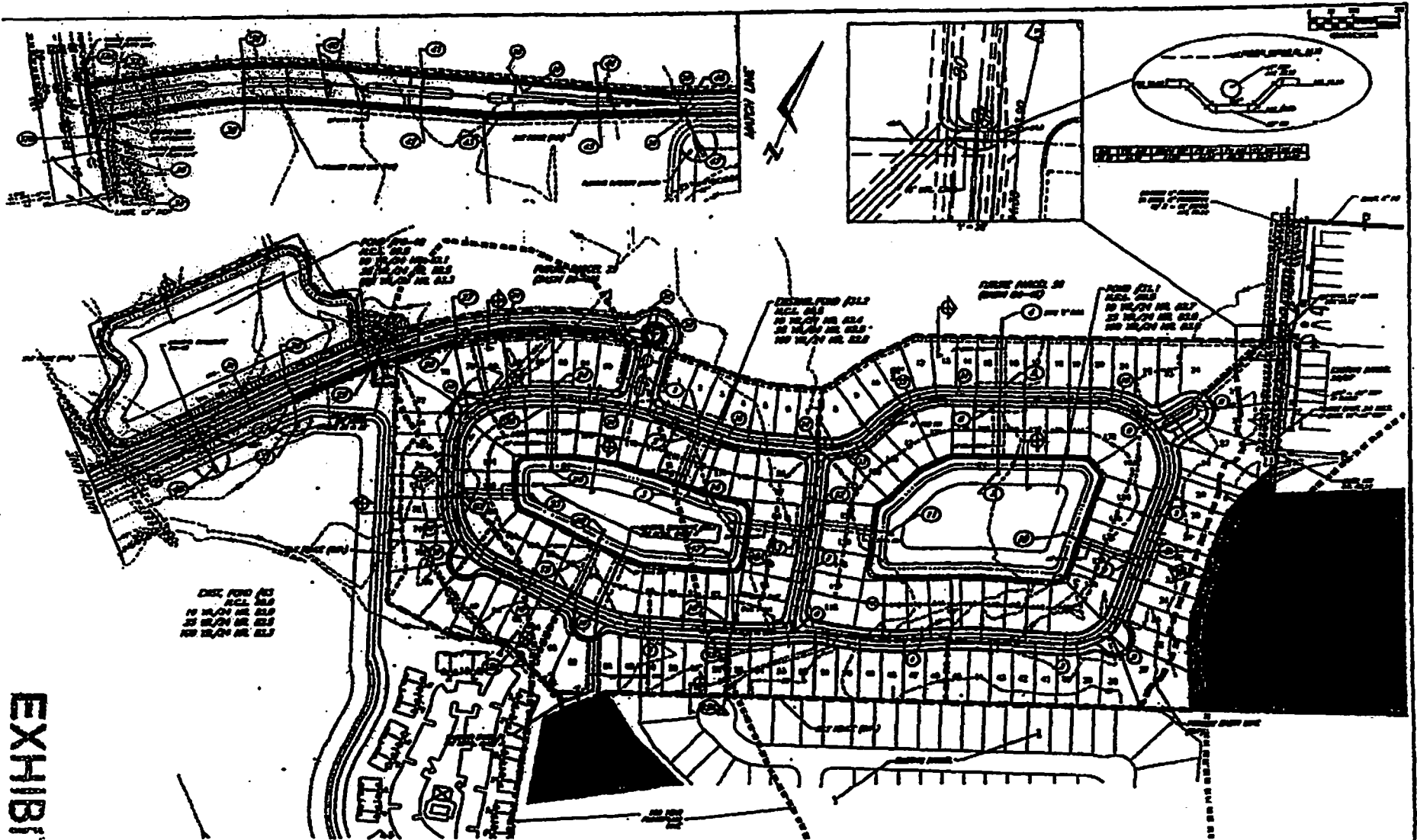


EXHIBIT 2

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

WILLIAMS ENGINEERING & ARCHITECTS
Civil/Environmental Engineers & Architects
2000 West Orange Avenue, Suite 200, Orlando, FL 32805
Tel: (407) 253-0000 Fax: (407) 253-0001
www.williams-engineering.com

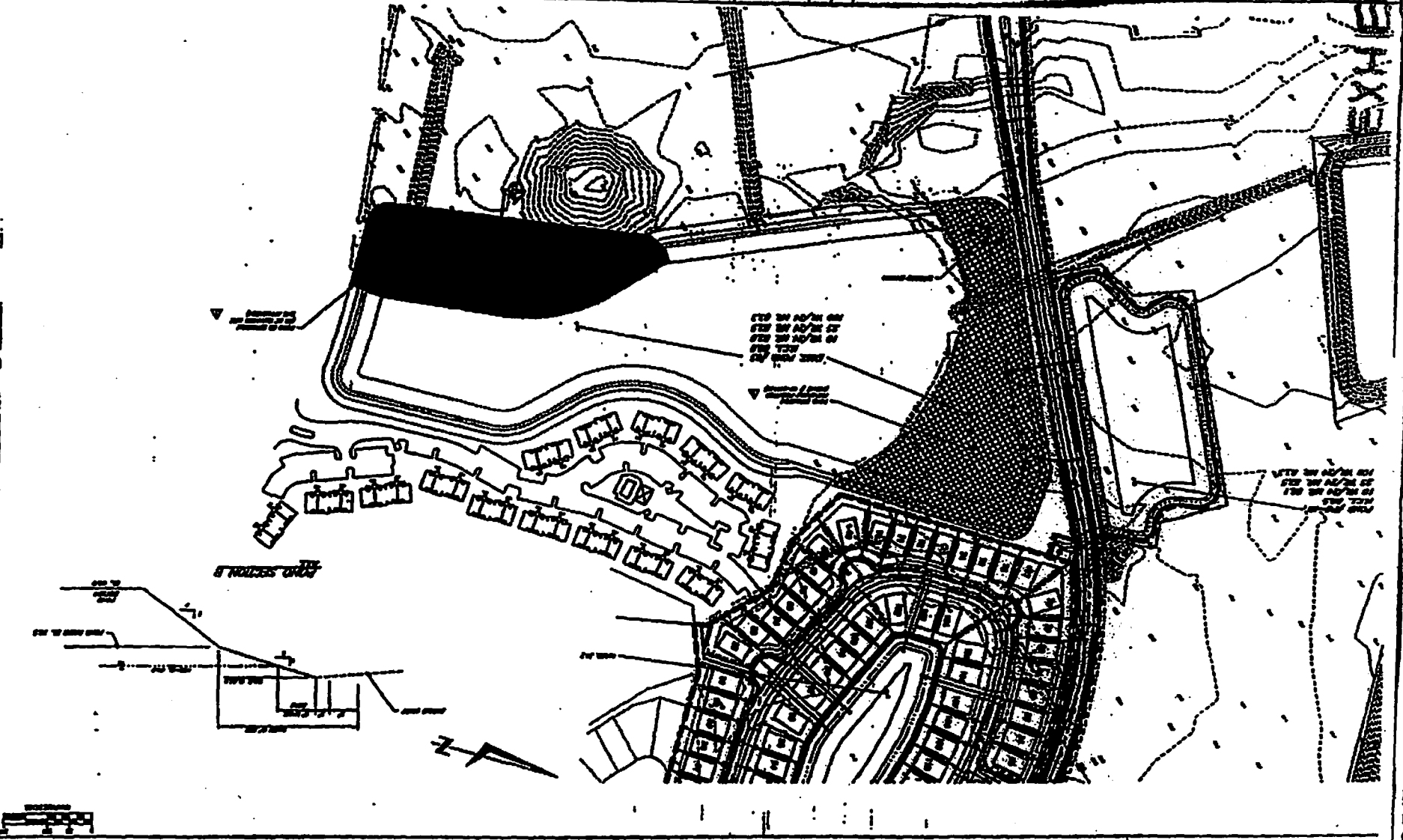
MASTER DRAINAGE AND UTILITY PLAN		218A.053
MEADOW WOODS		DATE: APR 2003
PARCELS 31.1 & 31.2		SCALE: 1" = 100'
ORANGE COUNTY, FLORIDA		DATE: 6-23

148-23
 148-23
 148-23
 148-23

POND 63 EXPANSION
 MEADOW WOODS
 PARCELS 51.1 & 51.2
 ORANGE COUNTY, FLORIDA

HALLS, SEELY, CONNOR & WELSH
 200 North Orange Avenue, Suite 2000
 Orlando, Florida 32801
 (407) 841-1111

NO.	DATE	DESCRIPTION
1	10/1/83	PRELIMINARY
2	10/1/83	REVISED
3	10/1/83	REVISED
4	10/1/83	REVISED
5	10/1/83	REVISED
6	10/1/83	REVISED
7	10/1/83	REVISED
8	10/1/83	REVISED
9	10/1/83	REVISED
10	10/1/83	REVISED



EXHIBIT

STAFF REPORT DISTRIBUTION LIST

MEADOW WOODS PARCELS 31.1 AND 31.2

Application No: 030609-12

Permit No: 48-00113-S

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- X ERC Environmental - 6850
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - Landstar Development Company
- X Engr Consultant - Miller Sellen Conner And Wak

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 6 - FDEP
- X Florida Department of Environmental Protection
- X Florida Fish & Wildlife Conservation Commission
Bureau of Protected Species Mgmt
- X Orange County - Environmental Protection Div
- X Orange County - Public Utilities Division
- X Orange County Engineer - Dept of Public Works
- X US Army Corps of Engineers

OTHER INTERESTED PARTIES

- X Sierra Club - Central Florida Group
- X Water Management Institute - Michael N. Var