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EXHIBIT "D"

**BY-LAWS**

**OF**

**SAWGRASS LAKES MASTER ASSOCIATION, INC.**

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

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

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

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

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

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

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

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



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and membership and the covenants and obligations incident to same.

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

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

### **Section 3. VOTING MEMBERS MEETINGS.**

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

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

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

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

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

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within any 13-month period; or

B. On application of a Voting Member who signed a demand for a special meeting valid under Section 3.3 above, if:

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
2. The special meeting was not held in accordance with the notice.

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

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

**3.6 Waiver of Notice.**

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

**B. A Voting Member's attendance at a meeting, either in person or by proxy:**

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

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

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

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of members.

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

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

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

A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a Voting Member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Voting Member.

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

1. The Voting Member is an entity and the name signed purports to be that of an officer or agent of the entity;

2. The name signed purports to be that of an administrator, executor, guardian, personal representative, or conservator representing the Voting Member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

3. The name signed purports to be that of a receiver, trustee in bankruptcy, or assignee for the benefit of creditors of the Voting Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

4. The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the Voting Member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the Voting Member has been presented with respect to the vote, consent, waiver, or proxy appointment; or

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

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

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

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

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

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

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K. New business

L. Adjournment

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

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

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

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

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

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

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

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

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

A. **By Written Agreement.** If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled.

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

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

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

#### 4.5 Vacancy on the Board.

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

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

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

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minutes of a Board meeting.

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

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

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

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

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

- B. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to

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time, by a majority of the Directors.

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

#### 4.7 Notice of Board Meetings: Agenda.

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

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

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

- D. Agenda. The notice of any Board meeting may but shall not be required to identify agenda items, except that when an annual assessment shall be considered, the notice must state that the annual assessment will be considered.

#### 4.8 Quorum and Voting.

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

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

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

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

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

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

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

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

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

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

**4.15 Committees.**

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

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

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

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

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

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

C. Upon the holding of the special (or annual) meeting described in Section 4.16.B above, it shall be the affirmative obligation of the board of directors of each Subassociation (and in the event that there is not a Subassociation for a particular Phase, then the record owner which may own all Lots in a Phase (and once such record owner conveys title to any Lot, then that record owner's designee))

to elect a majority of the Directors and for the same to thereby assume control of the Board of Directors of the Association. Neither the Developer nor its appointees shall be liable in any manner in connection with any Board and/or officer resignations effected on the date of the meeting so called, in the event of the failure or refusal of the foregoing other than the Developer to assume control of the Board of Directors. When the Developer has relinquished control of the Board of Directors of the Association, but so long as the Developer is legal owner of at least 5% of the Lots, the Developer shall automatically be entitled to appoint one (1) Director to the Board of Directors, without approval from the Voting Members or anyone else.

Section 5. OFFICERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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C. An Amendment to these By-Laws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.

D. Any emergency By-Laws adopted pursuant to Article 10 of these By-Laws may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of an emergency; such By-Laws need not be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.D of the By-Laws shall not preclude the Voting Members from amending or repealing such emergency By-Laws as provided in Sections 11.1 through 11.4 above. No emergency By-Laws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures set forth in Sections 11.1 through 11.4 above.

## Section 12. INDEMNIFICATION.

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

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

THESE BY-LAWS were adopted as the By-Laws of the SAWGRASS LAKES MASTER ASSOCIATION, INC., on the 10<sup>th</sup> day of February, 1998.

**SAWGRASS LAKES MASTER  
ASSOCIATION, INC.**

# Präsident

**Secretary**

**D-28**

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**EXHIBIT "E"**

**SHARING OF COMMON EXPENSES**

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

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

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

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

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

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



Form #0115  
Rev 08/95

**COPY**

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

DATE ISSUED: JUNE 12, 1997

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

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

APPROVED MODIFICATION: A PERMIT MODIFICATION TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 76-ACRE PHASE OF A RESIDENTIAL PROJECT KNOWN AS SAWGRASS LAKES, PHASES 1A AND 1B, DISCHARGING INTO THE CITY OF PORT ST. LUCIE WATER MANAGEMENT SYSTEM.

PROJECT LOCATION: ST LUCIE COUNTY.

SECTION: 20 TWP: 37S RGE. 40E

This Permit Modification is approved pursuant to Application No. 961121-8, dated November 21, 1996. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Subsections of 373.614(11)-(14) Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.614(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 408-1.6107(1) and (2), and 408-4.351(1), (2), and (4) F.A.C.

All specifications and special and general/limiting conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 408-4.351, F.A.C., unless waived or modified by the Governing Board. The Application, and the Surface Water Management Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Surface Water Management Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 408-4.351 and 408-4.354, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 408-1.6107, F.A.C.

SPECIAL AND LIMITING CONDITIONS ARE AS FOLLOWS:  
SEE PAGES 2-3 OF 5 - 23 SPECIAL CONDITIONS.  
SEE PAGES 4-6 OF 5 - 19 LIMITING CONDITIONS.

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

FILED WITH THE CLERK OF THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON  
BY

6-18-97  
DEPUTY CLERK

BY

ASSISTANT SECRETARY

EXHIBIT "F"

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## SPECIAL CONDITIONS

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

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

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

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

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

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

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LIMITING CONDITIONS

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

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COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.

15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.
17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E120.802(4), F.A.C.

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THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:

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

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CONSENT OF MORTGAGEE

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

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

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

WITNESSES

HARBOR FEDERAL SAVINGS BANK

X

Frank H. Fee, III  
Print Name: Frank H. Fee, III

X

Lisa L. Bolton  
Print Name: Lisa L. Bolton

By:

Donald E. Hughes  
Print Name: Donald E. Hughes  
Title: Vice President

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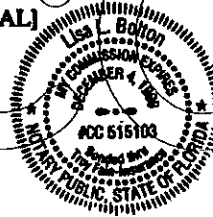
STATE OF FLORIDA

COUNTY OF ST. LUCIE

)  
) SS:  
)

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

[NOTARY SEAL]



*Lisa L. Bolton*  
Notary Public, State of Florida  
Print Name: Lisa L. Bolton

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