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MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY M Ferschke

DECLARATION OF CONDOMINIUM
FOR
SAWGRASS VILLAS, A CONDOMINIUM

SDG Palm City, Inc., a Florida corporation, herein called, "Developer," for itself, its successors, grantees and assigns, does hereby, on this 3rd day of March, 2005, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act," as follows:

1. NAME

The name of this condominium is to be SAWGRASS VILLAS, A CONDOMINIUM.

2. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.

3. DEFINITIONS

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.

B. "Association" means SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium.

C. "Association Property" means that property, real and personal, in which ownership is vested in the Association for the use and benefit of the members.

D. "Board of Directors" and "Board" means the Board of Administration of SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC., which shall be responsible for administration of the Association.

E. "Common Elements" means the portions of the condominium property not included within any unit as further defined in Article 5 hereof.

F. "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the condominium and for which the unit owners are liable to the Association.

G. "Common Surplus" means the excess of all receipts of the Association from this condominium and the owners of the units, including but not limited to assessments, profits, and revenues on account of the common elements, over the amount of the common expenses.

H. "Condominium Parcel" means the unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances thereto.

I. "Condominium Property" means and includes the lands and personal property in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as more particularly specified in this Declaration of Condominium.

K. "Special Assessment" means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

L. "Unit" means that portion of the condominium property which is subject to private ownership as further defined in Article 4 hereof.

M. "Unit Owner" or "Owner" means the owner of a condominium parcel.

N. "Voting Certificate" means a document which designates one of the owners, or the corporate, partnership or entity representative who will vote and represent the voting interest of the unit.

4. THE UNITS

A. Identification. Each of the units is identified and designated as set forth in the survey contained in Exhibit A attached hereto and by reference made a part hereof.

B. Boundaries. Each unit consists of (1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any terrace, (2) all interior dividing walls and partitions (including the space occupied by such interior walls or partitions but excepting load-bearing interior walls and partitions), and all screening enclosing the terraces, and the exterior balconies and deck areas abutting or appurtenant to the enclosed portions of the unit, (3) the decorated inner surfaces of the

perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, (4) garage area and entry ways into the unit, and (5) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems not designated for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

5. COMMON ELEMENTS

A. Ownership Percentage. The undivided interest in the common elements and common surplus which is appurtenant to each unit shall be one-fiftieth (1/50th). The undivided shares in the common elements appurtenant to a unit shall remain constant unless amended in writing by the unit owners and the mortgagees of the units as required by the Condominium Act.

B. Identification. The common elements appurtenant to each unit shall include, but are not limited to:

1. The parcel of land on which the improvements are located as described in Paragraph 2 above.

2. All parts of the improvements which are not contained within the units, including the foundations, roof, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, hallways, entrances and exits or communication ways, pipes, wire, conduits, air ducts and utility and community or cable television lines, and the space actually occupied by all of these items.

3. All of the parking areas, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the condominium property described herein.

4. The following easements from each unit owner to each other unit owner and to the Association:

(a) Easements through the common elements for ingress and egress.

(b) An easement of support in every portion of a unit which contributes to the support of the condominium building.

(c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, television and telephone lines, mains, conduits, wire and any and all other equipment or machinery necessary or incidental to the proper functioning of any such utility or television system.

(d) An easement through any unit, and the common elements, for maintenance, repair and replacement of the common elements or when necessary to prevent damage to the common elements or to another unit or units. Access to units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

5. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

C. Right to Use. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guest and other authorized occupants and visitors of a unit owner. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association.

6. LIMITED COMMON ELEMENTS

There are no limited common elements created by this or reserved for the exclusive use of a certain condominium unit to the exclusion of others.

7. SURVEY, GRAPHIC DESCRIPTION AND FLOOR PLAN

A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof are attached hereto as a part of Exhibit A. This Declaration, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereof, hereby declares that the condominium property is subdivided into a total of 16 units, as shown on the survey contained in Exhibit A hereto, each of which shall, together with the appurtenances, constitute a separate parcel of real property.

8. COMMON EXPENSES

A. Share of Common Expenses. Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements and association property, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements, as set forth in Paragraph 5A above. Payment thereof shall be in such installments and at such times as may be provided in the Bylaws. In the event of the failure of a unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his unit as provided by the Condominium Act. The lien shall secure all unpaid assessments, interest, reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien shall be effective from and after the recording of a Claim of Lien in the public records of the county in which this condominium is located and it shall secure all sums due the Association including those accruing after recording of the Claim of Lien.

B. Amendment to Shares. The proportionate share of the common expenses, attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit and approval of not less than a majority of the total voting interests of the Association.

C. Uncollectible Assessments. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense, collectible from all of the unit owners including an acquirer of the unit where the assessment was determined to be uncollectible.

9. ASSOCIATION

A. Association. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws. A copy of the Bylaws of the Association is attached hereto as Exhibit C and incorporated herein by this reference.

B. Membership. Each unit owner shall automatically become and be a member of the Association for so long as such owner continues to own a unit. Upon the termination of the interest of the unit owner, membership in the Association shall thereupon terminate and transfer and inure to the new unit owner succeeding in interest. The voting rights of the unit owners shall be as set forth in the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

10. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association including, but not limited to, assessments, special assessments, rents and revenues on account of the common

elements over the amount of common expense. Each unit owner shall own an undivided share in any common surplus in the same percentage as such owner's share of the common elements, as set forth in Paragraphs 5A and 9C above. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be credited to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine, provided however, that no distribution of the common surplus shall be made contrary to the requirements of Chapter 617 of the Florida Statutes.

11. SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each unit for the owner's condominium parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each unit owner, then each unit owner shall pay his proportionate share thereof based upon the percentage of his share of the common elements set forth in Paragraphs 5A and 9C above.

12. UTILITIES

Each unit owner shall pay for the telephone, television, electricity and other services or utilities that are separately metered or billed to each user or unit by the respective utility company, service provider or the Association. Utilities which are not separately metered or billed and for the benefit of unit owners collectively shall be part of the common expenses.

13. INSURANCE

A. Hazard Insurance. The Board of Directors acting on behalf of the Association, unit owners and their mortgagees as their interests may appear shall insure the condominium

property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the condominium property.

B. Insured Property. For purposes of insurance coverage, condominium property shall be defined as the buildings, all additions and extensions attached thereto; fixtures, machinery and equipment constituting a permanent part and pertaining to the service of the buildings; materials and supplies intended for use in construction, alteration or repair; yard fixtures; detachable building equipment; personal property used for the service or maintenance of the buildings, including fire extinguishing apparatus, floor coverings, wall coverings and ceiling coverings not located within a unit and outdoor furniture, and including fixtures, installations or additions comprising a part of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications (excluding floor, wall and ceiling coverings within individual units, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries), and including all personal property in which each of the condominium unit owners has an undivided interest. Insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the board of Directors as the trustees

for the unit owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and that the insurer waives its rights of subrogation as to any claims against the unit owners.

C. Loss or Damage. In the event of loss or damage to the condominium property, the proceeds shall be applied to restore the property to the same condition in which it existed prior to such loss or damage, with each unit and the common elements having the same size, location and dimensions as before. In the event such restoration or repair shall not be substantially in accordance with the original plans and specifications, such restoration and repair shall require the approval of not less than fifty-one percent (51%) of the total voting interests of the Association and the approval of not less than fifty-one percent (51%) of the holders of first mortgages on units within the condominium.

D. Total Destruction. In the event of a total destruction of the entire condominium or if a building or buildings are damaged or destroyed rendering two-thirds or more of the units untenable, the owners of not less than fifty-one percent (51%) of the total voting interests of the condominium may elect to reconstruct or replace the buildings. In the event of such election to reconstruct or replace, the payment of the expense thereof shall be made as provided in the next paragraph hereof. If a majority shall elect not to reconstruct or replace, the condominium may be terminated as provided in Article 19 of this Declaration.

E. Use of Proceeds. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. If the insurance proceeds are insufficient to cover the entire expenses of reconstruction or replacement, the additional expense shall be paid by all of the unit owners directly affected by the damage in proportion

to the insured valuation of their respective units. If any such unit owner shall refuse to make the required payments, the Board of Directors shall levy a charge in an amount proportionate to the insured valuation of the unit. The proceeds of such charges and of the insurance shall be paid to the Association for the purpose of covering the expense of repair and replacement. In the event any unit owner or owners shall fail to respond to the charge by payment thereof within a reasonable time, the Board shall have the authority to cause such restoration or reconstruction to be accomplished and to charge the proportionate expense thereof, less any applicable insurance credits, to such unit owners. The Association may enforce the provisions hereof and collect any sums due hereunder in the manner provided in Section 718.303 of the Florida Statutes.

F. Liability Insurance. The Association shall have the authority to and shall obtain comprehensive public liability insurance in a minimum amount of \$1,000,000 and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Association, the Board of Directors, and managing agent from liability in connection with the common elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners collectively or to a unit owner individually.

G. Flood Insurance. If it shall be determined that the condominium property is located in a special flood hazard area, the Association shall have the authority to and shall obtain flood insurance in an amount not less than the maximum available coverage under the National Flood Insurance Program for all buildings and other insurable property within the condominium, or full current replacement cost unless seventy-five percent (75%) of the total

voting interests of the condominium shall determine that such flood insurance shall be in an amount less than full insurable replacement cost.

H. Bonding and Other Insurance. The Association shall have the authority and shall maintain insurance or fidelity bonding on all persons having authority to control or disburse funds of the Association in an amount equal to a sum that will cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall have the authority to maintain such other insurance coverage as the Board may from time to time deem appropriate.

I. Premiums. The premiums for all insurance purchased pursuant to the provisions of this article shall be common expenses, and when practical shall be paid at least thirty (30) days prior to the expiration date of any policy. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for non-payment of premiums without ten (10) days' prior written notice to each unit mortgagee.

J. Excess Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Board of Directors shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall each have the right to intervene and defend.

K. Inspection of Insurance Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

L. Individual Insurance Responsibility. Each unit owner shall be responsible for obtaining insurance on the contents of his unit, including wall, ceiling and floor coverings and owner's personal property stored elsewhere on the condominium property, and including all

additions and improvements made by him to his condominium unit other than the fixtures, installations or additions initially installed or replacements thereof in accordance with the original condominium plans and specifications, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

M. Association as Attorney-in-Fact. In undertaking the responsibilities set forth in this Article, the Association is hereby designated and shall be the attorney-in-fact for all unit owners for the purpose of purchasing and maintaining such insurance, including but not necessarily limited to, the collection and appropriate disposition of the proceeds thereof, the negotiations of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish the purposes of this Article.

14. MAINTENANCE, REPAIRS AND REPLACEMENT

A. Unit Owner. Each unit owner shall be responsible for and shall furnish at such owner's expense and be responsible for all of the maintenance, repairs and replacements required within the owner's unit; provided, however, that such maintenance, repair and replacement as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expenses.

B. Unit Owner Negligence. If, due to the negligent act or omission of a unit owner, or of a member of the owner's family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or

to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the provisions of this Declaration of Condominium.

C. Access to Units. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or other units.

D. Windows and Doors. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of owner's unit and also the doors leading onto the balconies and stairways, if any, adjacent to such unit.

E. Emergency Access. The Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to common elements or to another unit or units.

F. Authority to Grant Easements. The Association shall have the authority to grant permits, licenses and easements over the common elements, and to move or modify the

same, for utilities, ingress and egress, cable television service and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of not less than two-thirds (2/3) of the total voting interests of the Association. No material alteration or modification to the common elements, or any additions or improvements thereto shall be made by the Board of Directors without the prior approval of not less than fifty-one percent (51%) of the total voting interest of the condominium.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. TRANSFER OF UNITS BY A UNIT OWNER

The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective transferee of a unit, at the Association's actual cost for preparing or furnishing the copies.

18. LIABILITIES AND REMEDIES

A. Payment of Assessments. Each unit owner shall pay the assessments or assessment installment against the unit on or before the first day of the month in which such assessments are due, and any and all assessments or assessment installments levied shall bear interest at the maximum rate allowed by law, applicable to individuals, from and after the date that they shall become due. No owner may be exempt from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of the unit. As authorized in the bylaws, the Board of Directors may establish quarterly payments in lieu of monthly payments at the beginning of the calendar year.

B. Claim of Lien. All such assessments or assessment installments levied upon each unit or unit owner shall constitute a lien in favor of the Association against the owner's unit, effective as to the fixed quarterly assessment on the first day of each month and as to additional assessments or assessment installments, if any, as of the date when the common expense giving rise thereto was incurred by the Association. Such lien shall be effective upon recording of a Claim of Lien in the public records of the county where this condominium is located.

C. Priority of Lien. The lien or liens held by the Association for any and all unpaid assessments and assessment installments shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide first mortgages recorded prior to the creation of such lien or liens.

D. Assumption of Lien and Payment. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sale price or by the transferee.

E. Joint Liability. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon request, a certificate of all the amounts due the Association, and the transferee's liability hereunder shall thereupon be limited to the amount stated.

F. Foreclosure and Collection. In the event that any lien arises against a unit due to the failure of the unit owner to pay any assessments or assessment installments, and the assessments or assessment installments remain unpaid for more than seven (7) days after they shall have become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the Bylaws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction

of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. Expenses. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorney's fees and other fees and expenses, shall, in addition to the amount due and coming due during enforcement proceedings, be recoverable by the Association against the defaulting unit owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and due from the defaulting unit owner.

H. Cumulative Remedies. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

19. TERMINATION OR CONDEMNATION

A. Termination. The condominium form of ownership may be terminated only by the agreement of ninety percent (90%) of all voting interests in the condominium and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of the county where this condominium is located, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell

the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorney's fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium in accordance with the percentages of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall thereafter terminate.

B. Condemnation. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the unit owners and their mortgagees as their interest may appear.

20. DEVELOPER'S PRIVILEGES

A. Transact Business. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, office equipment, signs and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner

thereof, under the same terms and conditions as other owners have with its right to sell, rent or lease as contained in this paragraph.

B. Common Expense Liability. Commencing with the filing of this Declaration of Condominium upon the public records of the county, the Developer shall not be liable for the payment of common expenses in respect of any unsold unit, so long as the Developer guarantees that the assessments for common expenses shall not increase over \$156.72 per month (\$1,880.64 annually). The guarantee period shall be the same for all unit owners and such guarantee period shall end on April 15, 2006. The Developer hereby undertakes and guarantees to pay all actual common operating expenses incurred during such period of time as are in excess of the amount stated in said budget, which amount represents an aggregate of the sums to be collected from all unit owners other than the Developer during such period of time.

C. Assignments of Easements. The Association may grant or amend easements over and across the condominium property provided that no such act or acts shall abridge or materially interfere with the rights otherwise granted to other unit owners.

21. AMENDMENTS

A. Amendments. Except as otherwise provided in Sections 8B and 21B, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3) of the voting interests of the condominium, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a

unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be recorded.

B. Mortgagee Consent. No amendment shall change or modify the provisions of this Declaration of Condominium which govern the voting rights of members, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair or replacement, insurance or fidelity bonds or any provisions which is for the express benefit of any first mortgage holder, insurer or guarantor, unless not less than fifty-one percent (51%) of such first mortgage holders shall have first approved such amendment. No amendment may change the size or configuration of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses or owns the common surplus unless all record owners of units and all record holders of liens on the unit join in the execution of the amendment. Approval by the record holders of first mortgages required by this paragraph may not be unreasonably withheld.

22. NOTICES

A. Giving Notice. Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or Bylaws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property or at such other address as may hereafter be provided on the roster of owners maintained by the Association. The Board of Directors may designate a different address or addresses for notices to it by giving written notice of such change of address to all unit owners at such time. Any unit owner may

also designate a different address or addresses for notices by giving written notice of such owner's change of address to the Association. Notice addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a unit owner, when deposited in the mail box in the building or at the door of the unit in the building.

B. Proof of Notice. The post office certificate of mailing shall be retained as proof of such mailing or an officer of the Association or person giving notice shall provide an affidavit affirming the giving of notice.

23. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or Bylaws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the Bylaws.

24. USE RESTRICTIONS

A. Single Family Residence. Units shall be utilized only for purposes of single family residential use as may be more particularly defined by rules adopted by the Board of Directors.

B. Leases. There shall be no lease or rental restrictions on units in the condominium. Provided however; a unit owner leasing a unit shall be responsible for advising any lessee of the owner's unit of the restrictions governing the condominium and shall further be responsible for insuring that any lessee shall abide by the rules and regulations governing the use of the condominium property.

C. Nuisance. No nuisances shall be allowed to be maintained in a unit or upon the condominium property, nor shall any use or practice be permitted that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium property.

D. Pets. Unit owners shall be entitled to keep or maintain pets provided that the pets so kept are the kinds of animals, fish or birds usually kept as household pets. The Board of Directors may impose reasonable restrictions on when, where and how pets may be permitted upon the common elements.

E. Window Coverings. No tin foil, sheets, blankets or other coverings shall be permitted on windows. Window shades or curtains shall be permitted provided that the backing is white in color.

F. Antennas and Satellite Dishes. No radio, television, telecommunications, or CB antennas or satellite dish shall be permitted on the roof of any building. No radio, television, telecommunication, or CB antenna or satellite dish shall be placed or erected on the exterior of any building without prior written approval of the board of administration.

G. Signs. No "for sale" or "for rent" signs or other signs, advertisements or notices of any type shall be displayed by any unit owner on any part of the condominium property including the unit of the owner.

H. Other Occupancy Rules. Units and their occupants shall further be subject to such rules and regulations as may be adopted from time to time by the Board of Administration and not inconsistent with this Declaration or exhibits attached thereto.

25. RIGHTS AND OBLIGATIONS

A. Unit Owners. The provisions of this Declaration, the Articles of Incorporation and the Bylaws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording of the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws.

B. Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number, any such holder, insurer or guarantor shall be entitled to timely written notice of:

- (1) Any condemnation loss or any casualty loss affecting a material portion of the project or any unit on which their mortgage is held, insured, or guaranteed;
- (2) Any delinquency in payment of assessments or charges by an owner of a unit subject to a first mortgage held, insured or guaranteed by such person, which remains uncured for a period of sixty (60) days; or
- (3) Any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association.

26. PRESERVE AREA MANAGEMENT PLAN

A. Acceptance. The Association hereby accepts responsibility for the operation and maintenance of the surface water management system described in the South Florida Water Management District application of permit number 030403-7. The Association hereby accepts responsibility for compliance with the Preserve Area Management Plan (PAMP) attached hereto as Exhibit "D."

B. Association Responsibility. The surface water management system and common elements of the Condominium are the responsibility of the Association.

C. Common Expenses. The Association is responsible for assessing and collecting fees for the operation, maintenance, if necessary, replacement of the surface water management system, and the monitoring and maintenance of the Preserve Areas located upon the common elements as required by the PAMP Exhibit "D." Fees shall be assessed and collected through SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC.

D. Any amendment proposed to these documents which would affect the surface water management system, conservation areas or water management portions of common elements shall be submitted to the South Florida Water Management District for review prior to finalization of the amendment. The South Florida Water Management District shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the amendment of this document.

E. This provision of the documents shall remain in effect for twenty-five (25) years.

The provisions shall automatically be renewed thereafter.

F. Monitoring and maintenance of the mitigation area, described in South Florida Water Management District Permit number 43-01479-P, shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy permit conditions. The success criteria are described in the permit, which are attached hereto as a part of Exhibit "D."

G. The Environmental Resource or Surface Water Management Permit is made a part of this document and is attached hereto as a part of Exhibit "D." Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association.

H. The South Water Management 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.

DONE AND EXECUTED the day and year first written hereinabove.

Signed, sealed and delivered

SDG Palm City Inc., a Florida corporation

Print Name: Lezlie Wickline

By: [Signature]
President

Print Name: Steven L. Perry

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MARTIN

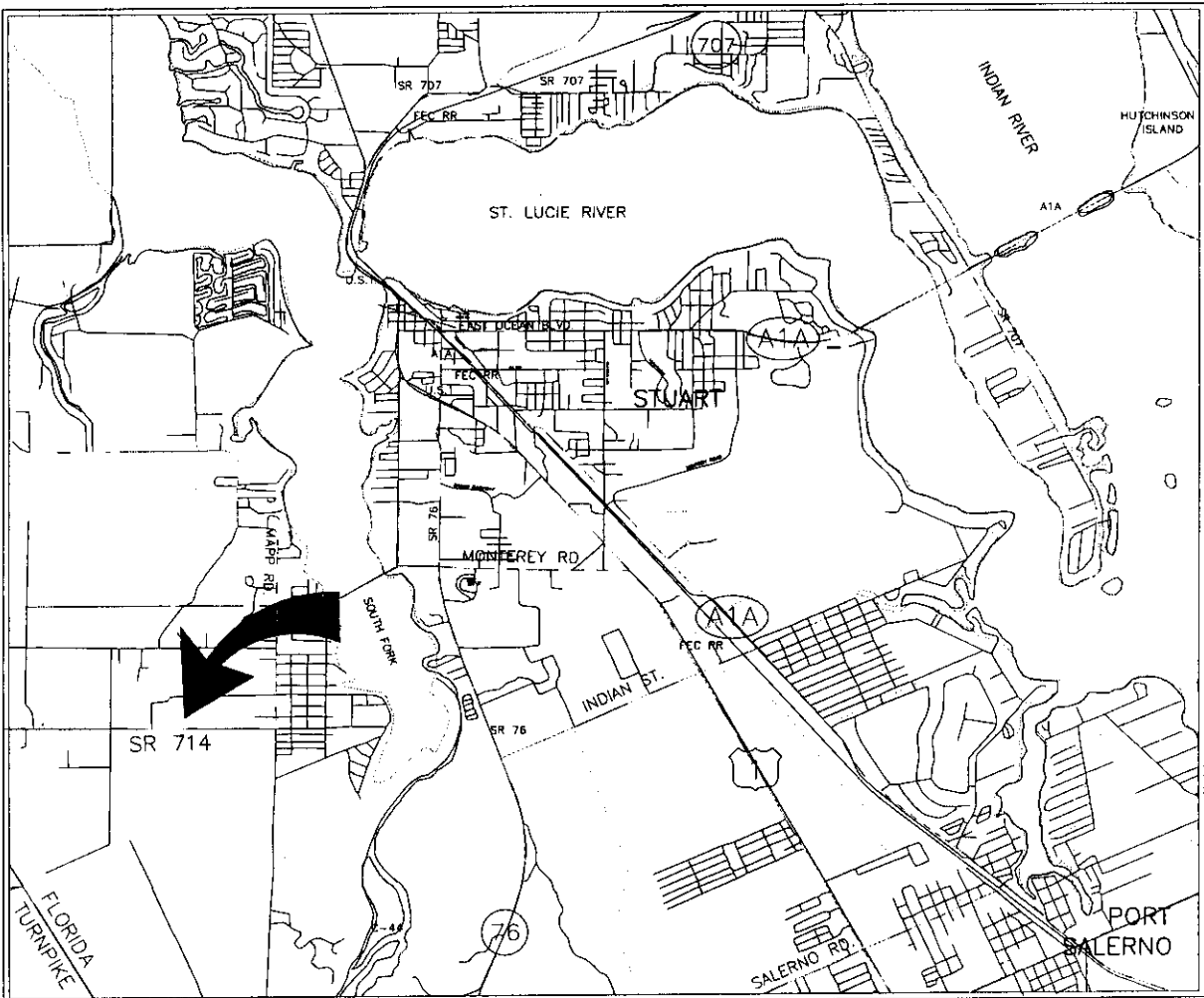
The foregoing Declaration of Condominium was acknowledged before me this 3rd
day of March, 2005, by Bret Soverel, the President
of SDG Palm City, Inc., a Florida corporation.


Notary Public

My commission expires: 9/30/05

Personally known ☒ OR Produced Identification ☐
Type of Identification Produced _____





LOCATION MAP 



SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NAD 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°48'41"W ALONG THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 714 (S.W. MARTIN HIGHWAY).
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. ELEVATIONS AS SHOWN HEREON REFERENCE NGVD 29, REFERENCE MARTIN COUNTY BENCHMARK "MH&POSTAL10E", ELEVATION = 14.051 AND "MH-D-8E", ELEVATION = 16.904.
7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE B, REFERENCE FEMA MAP COMMUNITY NO. 120161, PANEL 0142, SUFFIX C, EFFECTIVE DATE JANUARY 5, 1984.

ABBREVIATIONS

CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAIN LINK FENCE
CONC.	CONCRETE
INV.	INVERT
ELEV.	ELEVATION
OMP	CORRUGATED METAL PIPE
MES	MITERED END SECTION
TOE	TOE OF SLOPE
TOB	TOP OF BANK
CLF	CHAIN LINK FENCE
FND.	FOUND
CM	CONCRETE MONUMENT
IP	IRON PIPE
IR&C	IRON ROD & CAP
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
PK	PARKER KALON NAIL
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NAD	NORTH AMERICAN DATUM
P.L.S.	PROFESSIONAL LAND SURVEYOR
NO.	NUMBER
P/L	PROPERTY LINE

SYMBOL LEGEND

* 11.47	FIELD LOCATED POINT
→	GUY WIRE & ANCHOR
	ELECTRIC SERVICE
—OHE—	OVERHEAD ELECTRIC LINE
	BELL SOUTH TELEPHONE RISER

LEGAL DESCRIPTION

THE SOUTH 1,040.4 FEET OF THE W. 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4 (LESS THE SOUTH 50 FEET FOR ROAD RIGHT-OF-WAY) OF SECTION 18, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

SAID PARCEL CONTAINS 15.13 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON SEPTEMBER 9, 2002 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "BOUNDARY SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


BETSY LINDSAY, INC.
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EXHIBIT "A"

SAWGRASS VILLAS
BOUNDARY SURVEY
PALM CITY, FLORIDA

 BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
1
OF
15

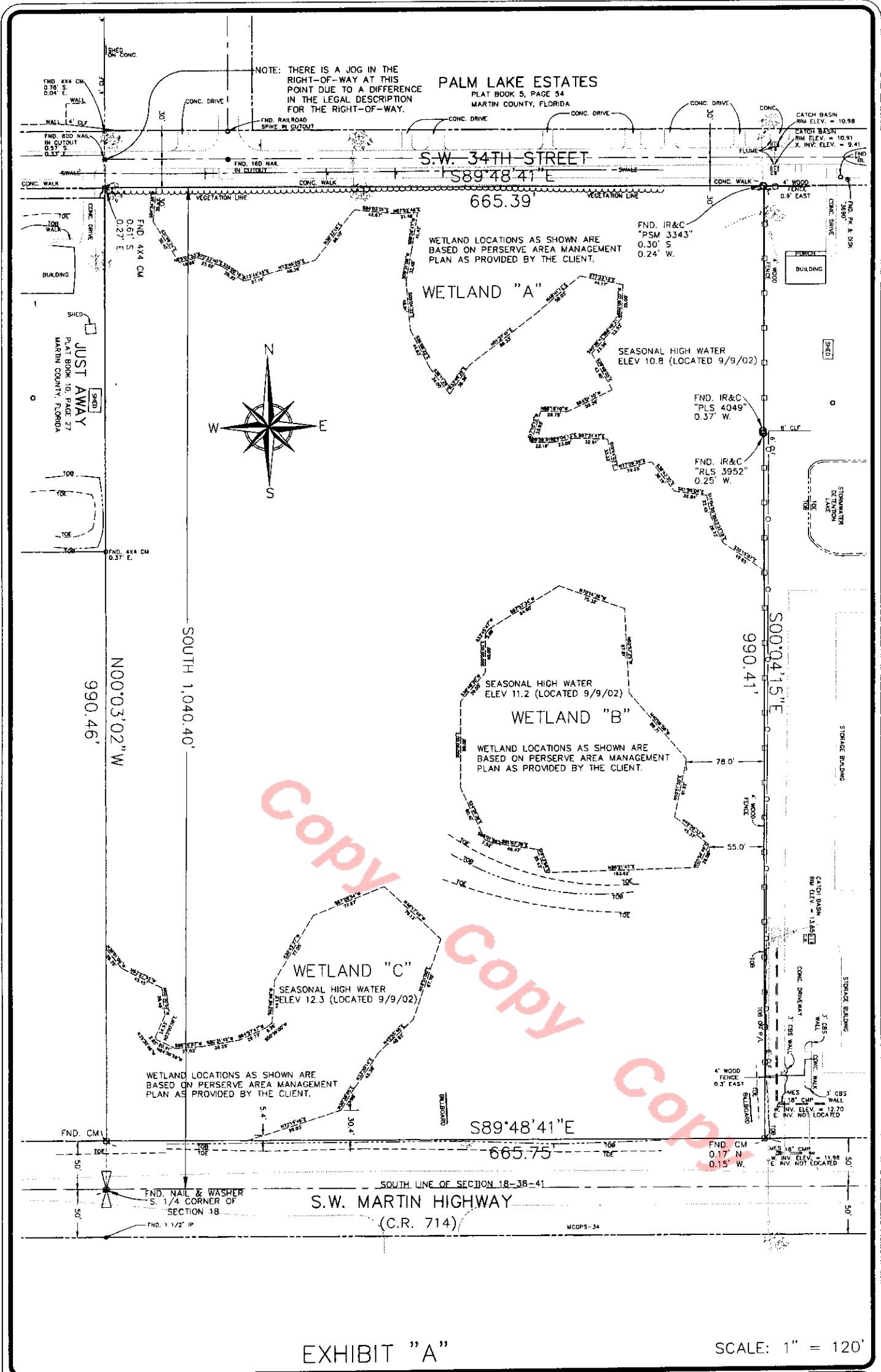


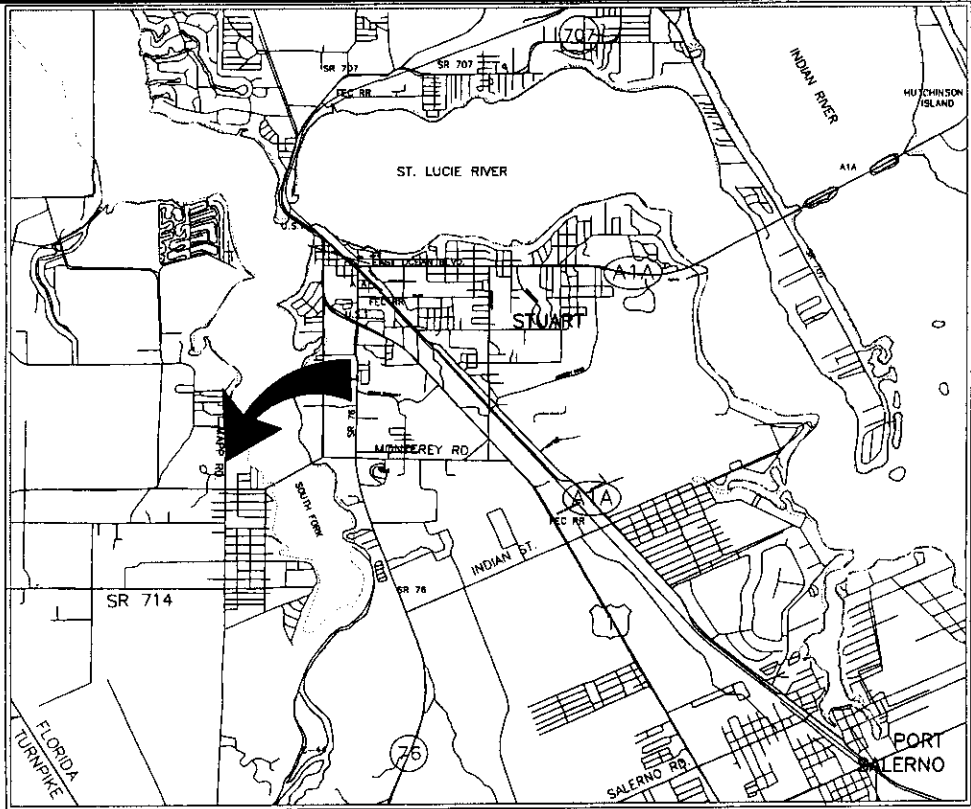
EXHIBIT "A"

SAWGRASS VILLAS
BOUNDARY SURVEY
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
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02-75

SHEET
2
OF
15



LOCATION MAP

ABBREVIATIONS

CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAIN LINK FENCE
CONC.	CONCRETE
INV.	INVERT
ELEV.	ELEVATION
CMP	CORRUGATED METAL PIPE
MES	MITERED END SECTION
TOE	TOE OF SLOPE
TOB	TOP OF BANK
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FND.	FOUND
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P.L.S.	PROFESSIONAL LAND SURVEYOR
NO.	NUMBER
P/L	PROPERTY LINE

SYMBOL LEGEND

*	FIELD LOCATED POINT
→	GUY WIRE & ANCHOR
□	ELECTRIC SERVICE
—OHE—	OVERHEAD ELECTRIC LINE
○	BELL SOUTH TELEPHONE RISER

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SAID PARCEL CONTAINS 15.13 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I ELIZABETH A. LINDSAY, A REGISTERED LAND SURVEYOR, NUMBER PLS 4724, STATE OF FLORIDA, A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, ON BEHALF OF BETSY LINDSAY, INC. HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN THIS EXHIBIT OF THE DECLARATION OF CONDOMINIUM OF "SAWGRASS VILLAS, A CONDOMINIUM" TO WHICH THIS SURVEYOR'S CERTIFICATE IS ATTACHED, SAID "EXHIBIT A" CONSISTING OF 15 PAGES, IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIAL, TOGETHER WITH THE CONTENTS OF THE DECLARATION RELATING TO MATTER OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND THAT IMPROVEMENTS, INCLUDING LANDSCAPING UTILITY SERVICE AND ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

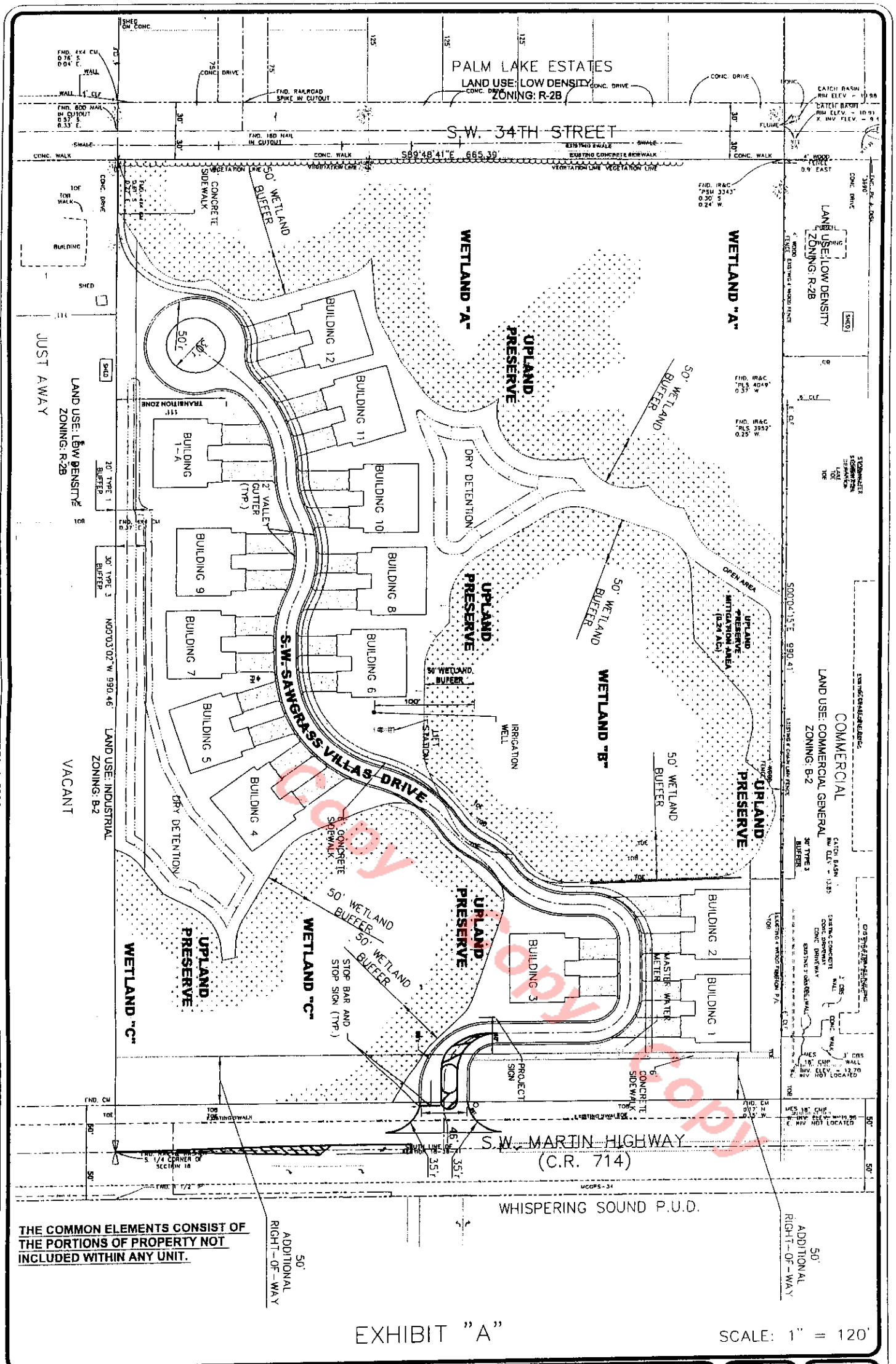
NOTE: THIS SITE IS TO BE COMPLETED APRIL 15, 2005
EXHIBIT "A"

SAWGRASS VILLAS
SITE PLAN
PALM CITY, FLORIDA

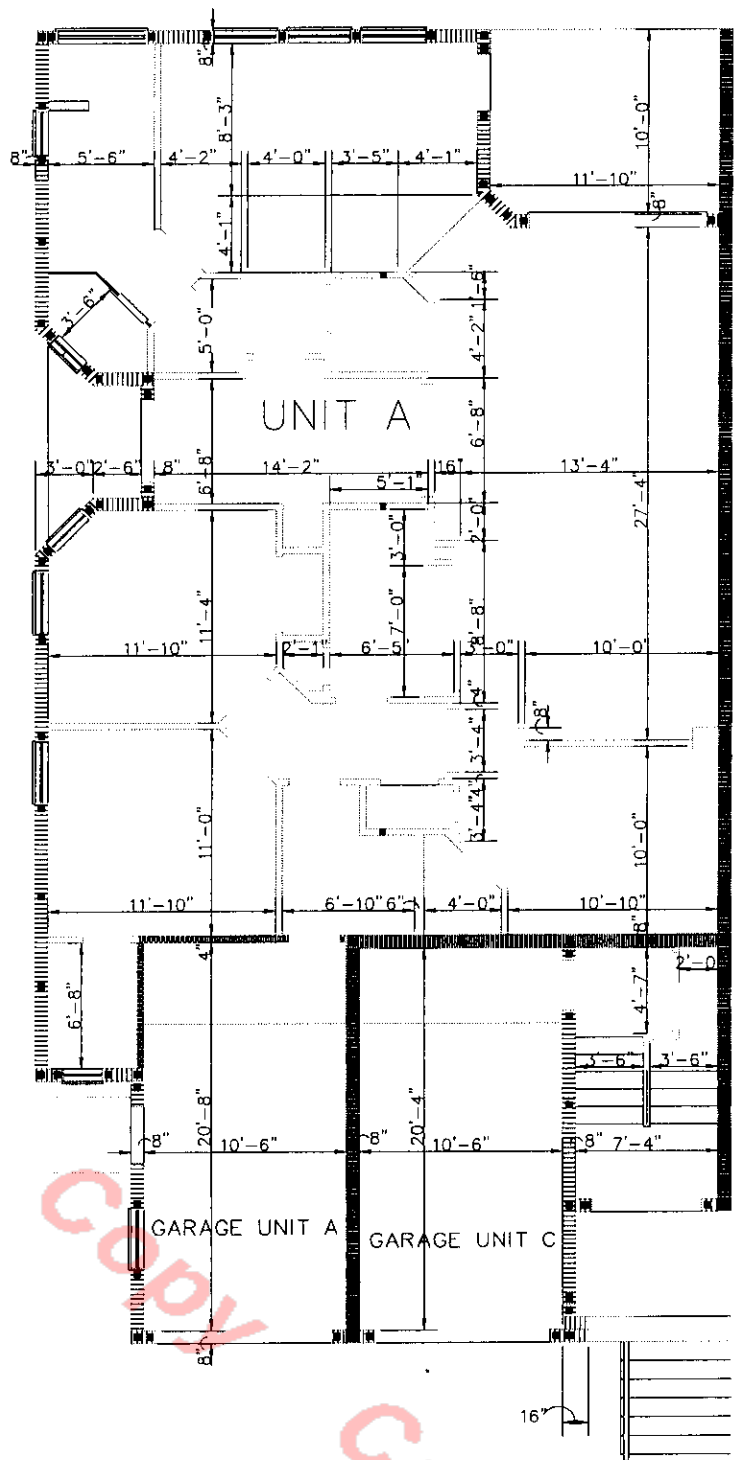
B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
3A
OF
15



<p>SAWGRASS VILLAS SITE PLAN PALM CITY, FLORIDA</p>	<p>B BETSY LINDSAY, INC. SURVEYING AND MAPPING 208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469 (581)575-5275 (581)575-4324 FAX LICENSED BUSINESS NO. 6852</p>	<p>PROJECT 02-75</p>	<p>SHEET 3B OF 15</p>
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Air Conditioned Living 1625.F.
Garage 2405.F.
Covered Balcony 1215.F.
Entry 425.F.
Total Under Roof 2025.F.

FIRST FLOOR
SCALE: 1" = 10'

EXHIBIT "A"

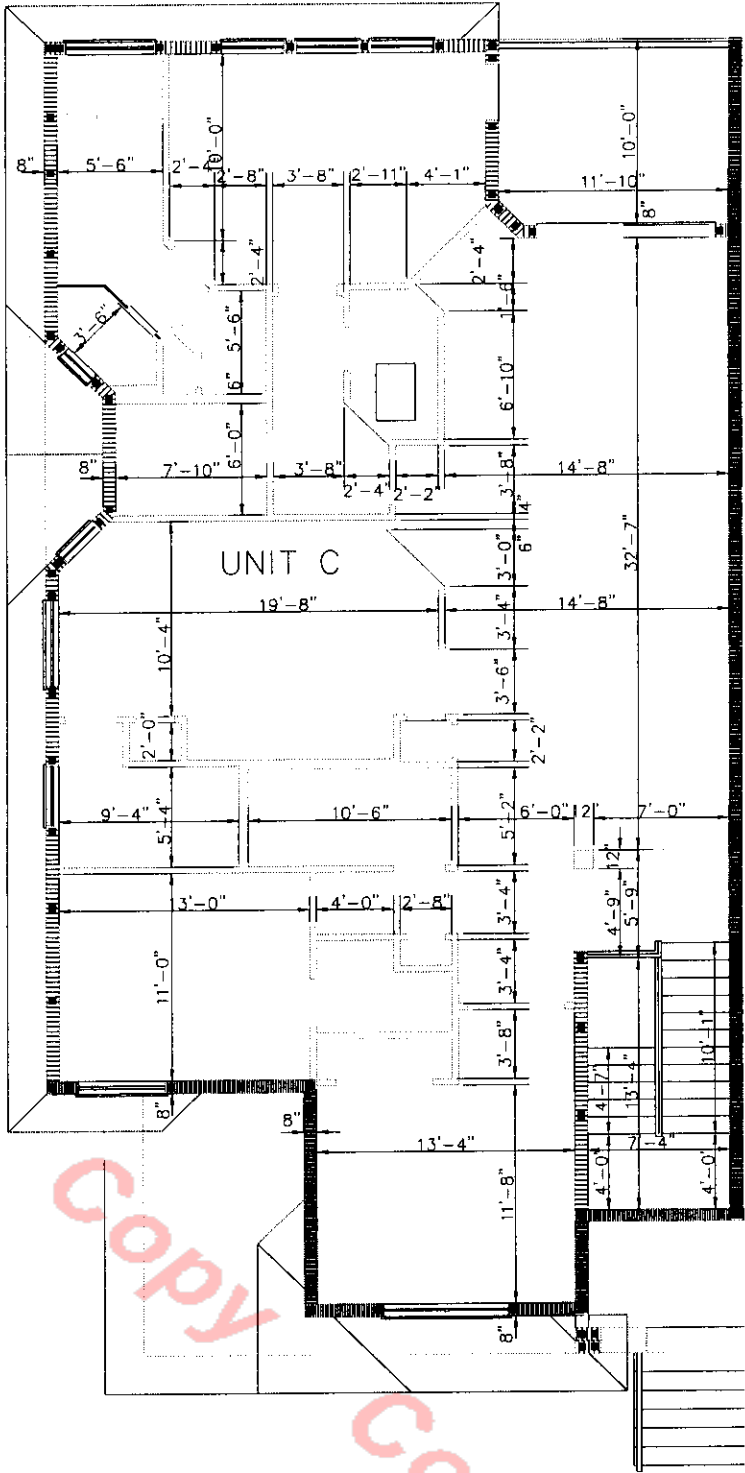
SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT A
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
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OF
15

SHEET
5
OF
15



Air Conditioned Living 2079 S.F.
Garage 242 S.F.
Covered Balcony 121 S.F.
Entry 53 S.F.
Total Under Roof 2495 S.F.

SECOND FLOOR
SCALE: 1" = 10'

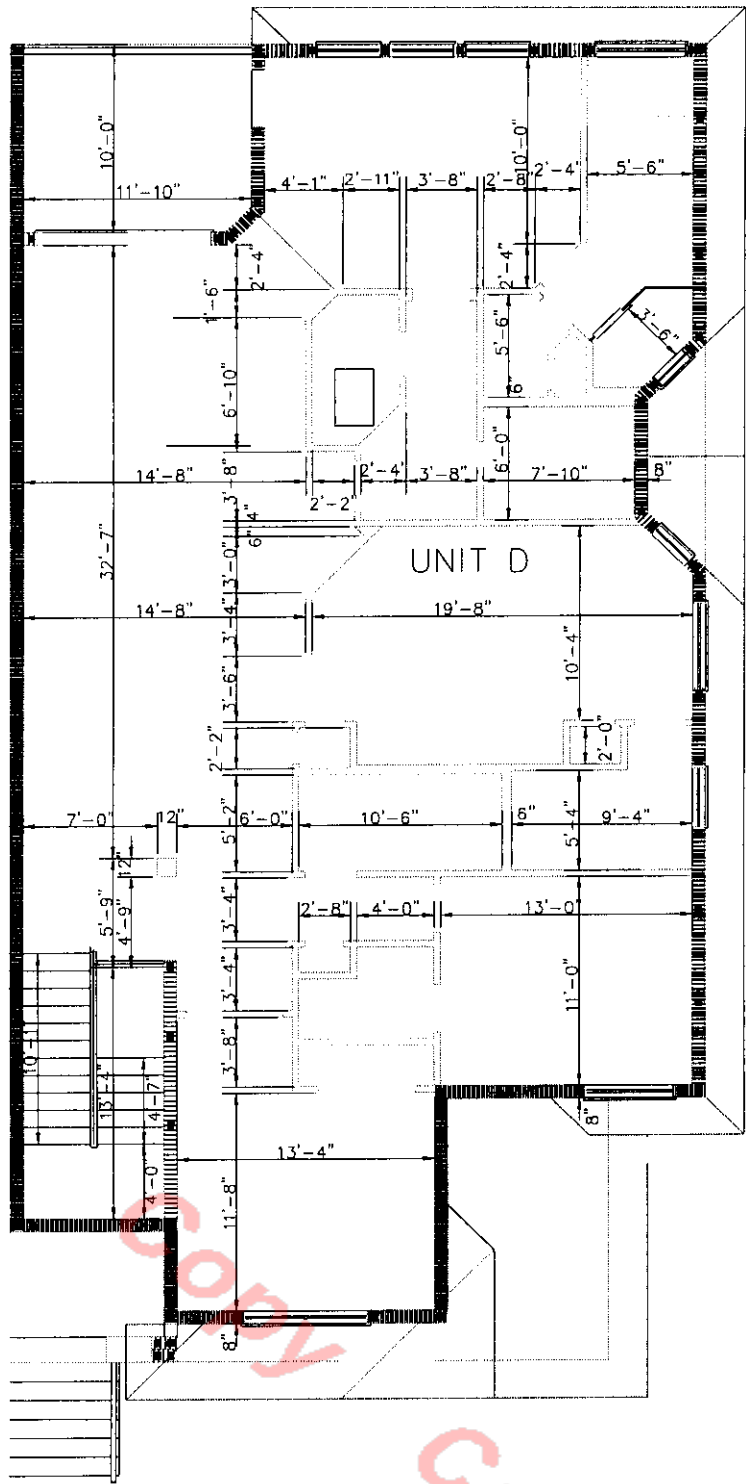
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT C
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561) 575-5275 (561) 575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

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OF
15



Air Conditioned Living 2079 S.F.
Garage 242 S.F.
Covered Balcony 121 S.F.
Entry 53 S.F.
Total Under Roof 2495 S.F.

SECOND FLOOR
SCALE: 1" = 10'

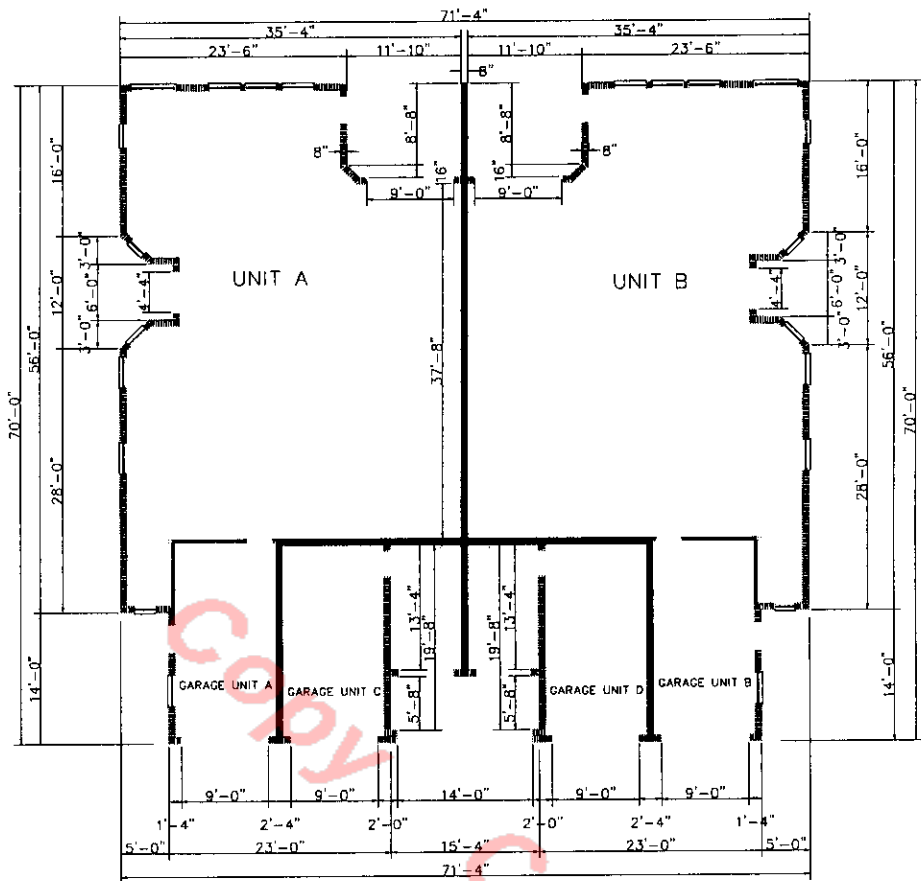
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX -- UNIT D
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561) 575-5275 (561) 575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

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7
OF
15



FIRST FLOOR
SCALE: 1" = 20'

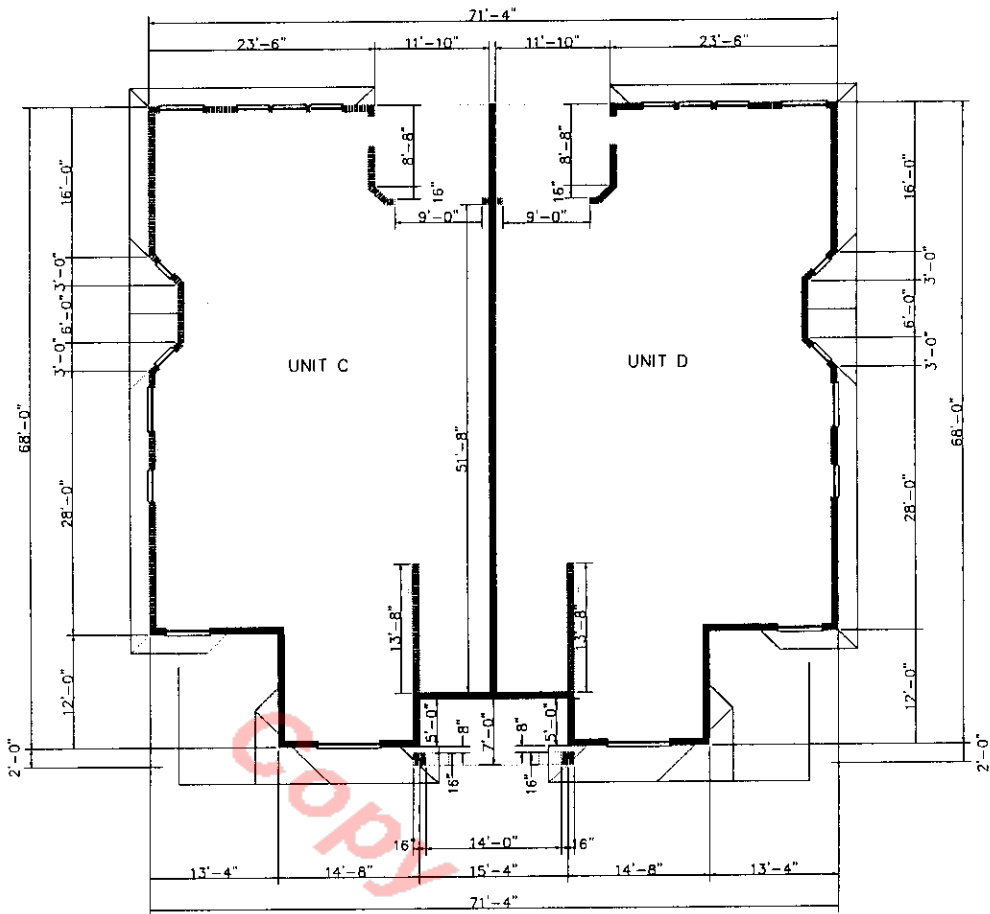
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
8
OF
15



SECOND FLOOR
SCALE: 1" = 20'

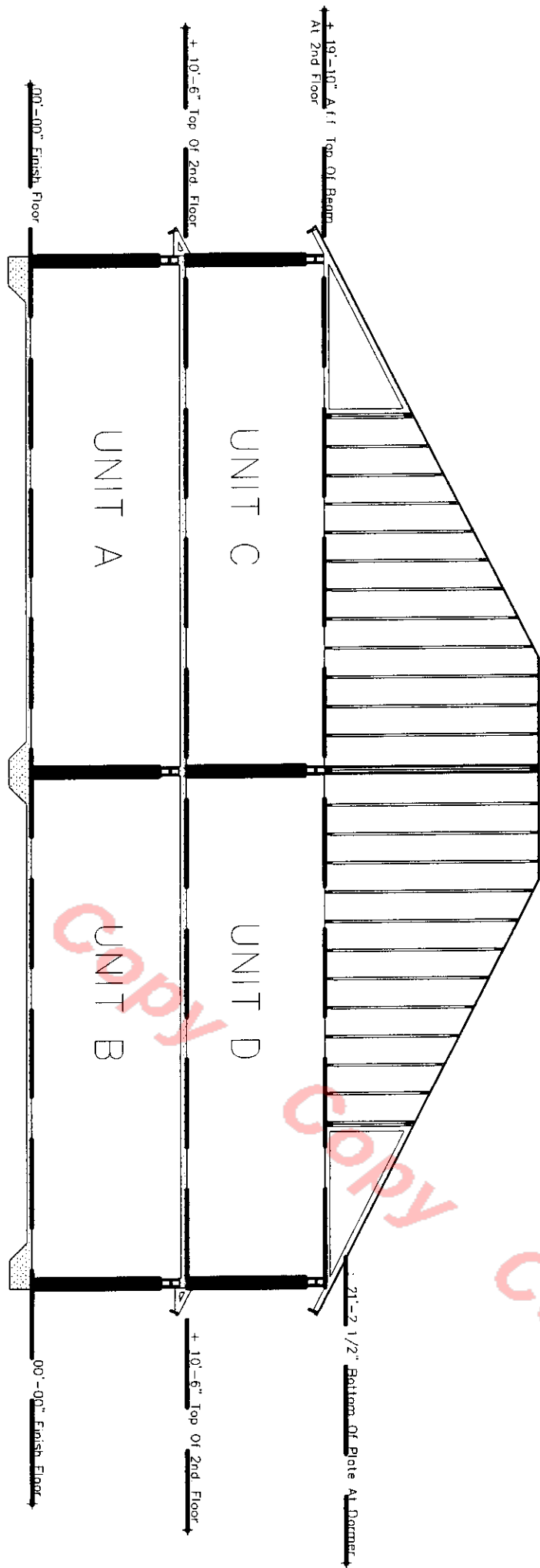
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561) 575-5275 (561) 575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
9
OF
15



① Building Cross Section

SCALE: 1" = 10'

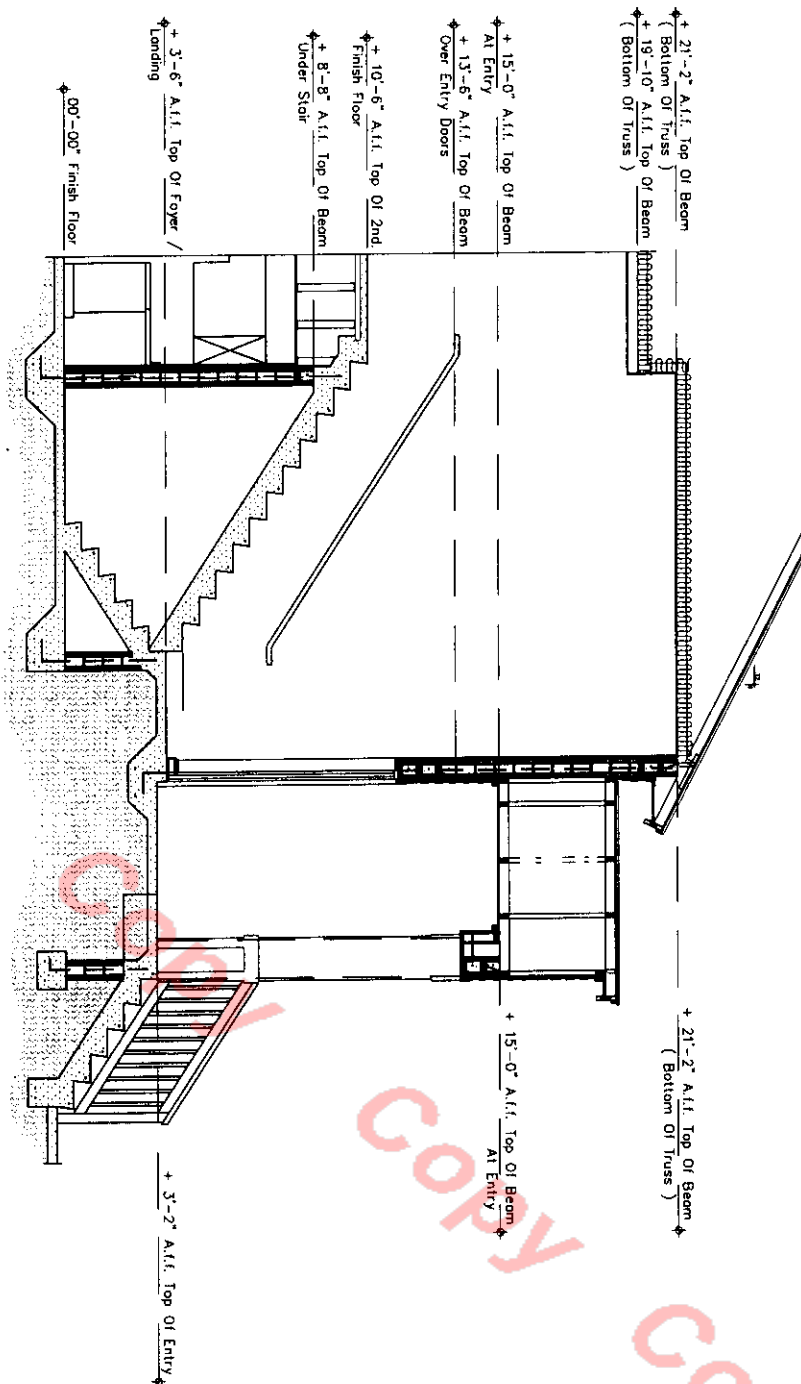
EXHIBIT "A"

SAWGRASS VILLAS
QUADRAPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
10
OF
15



① Section Thru Stair Well / Entry

SCALE: 1" = 20'

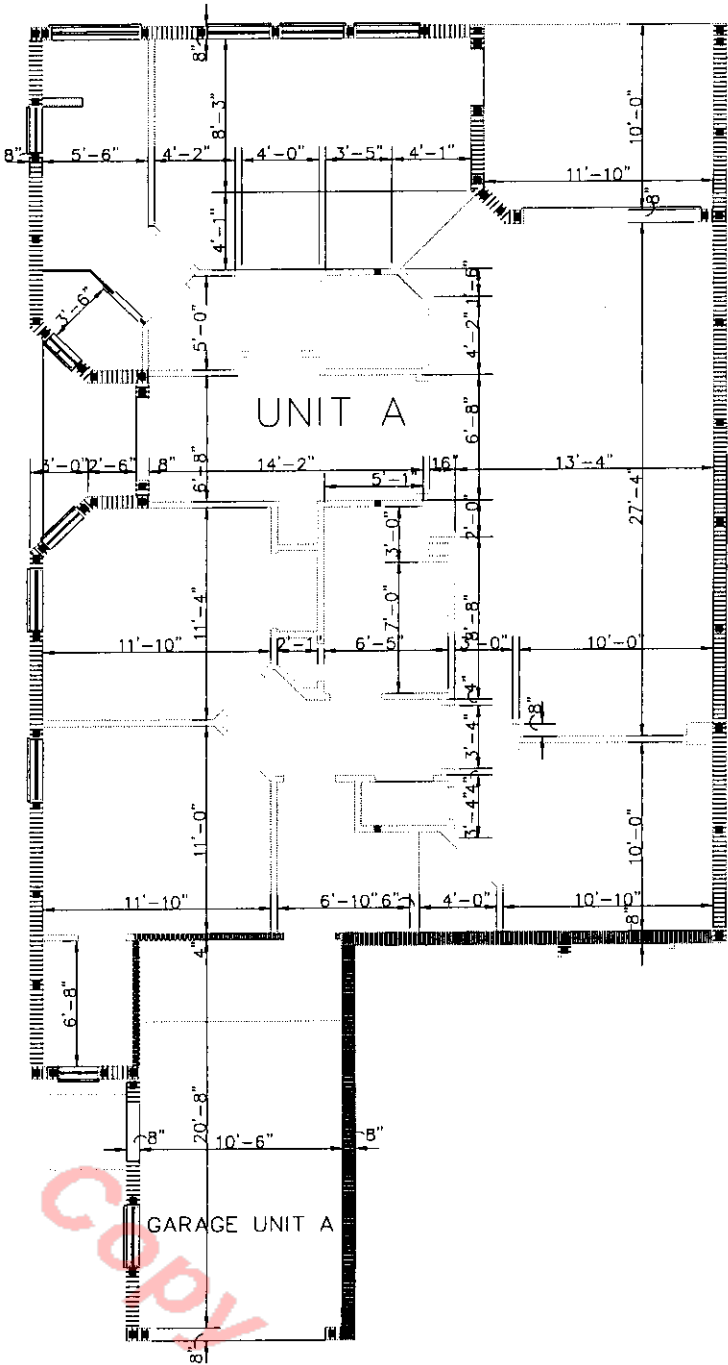
EXHIBIT "A"

SAWGRASS VILLAS
QUADRAPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
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(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
11
OF
15



Air Conditioned Living	1625.F.
Garage	2405.F.
Covered Balcony	1215.F.
Entry	425.F.
Total Under Roof	20245.F.

SCALE: 1" = 10'

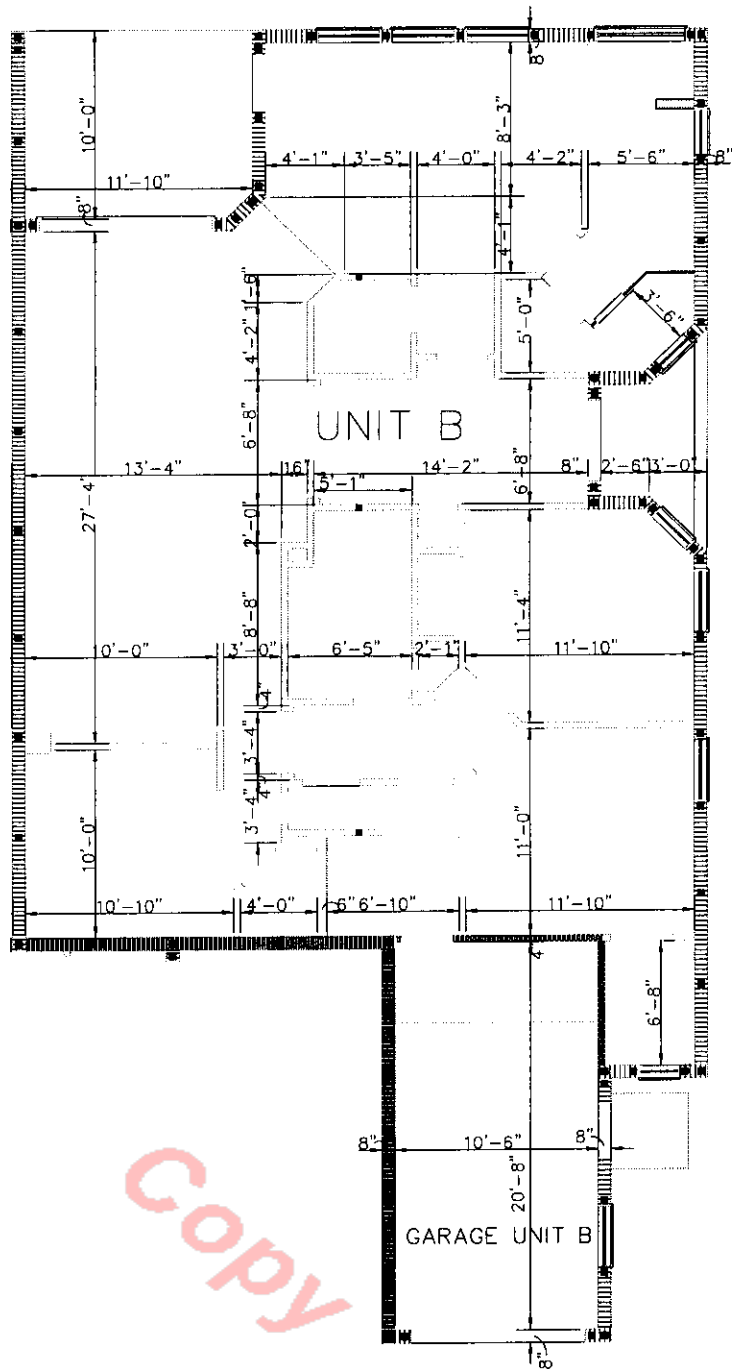
EXHIBIT "A"

SAWGRASS VILLAS
DUPLEX - UNIT A
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
12
OF
15



Air Conditioned Living	1625.F.
Garage	2405.F.
Covered Balcony	1215.F.
Entry	425.F.
Total Under Roof	20245.F.

SCALE: 1" = 10'

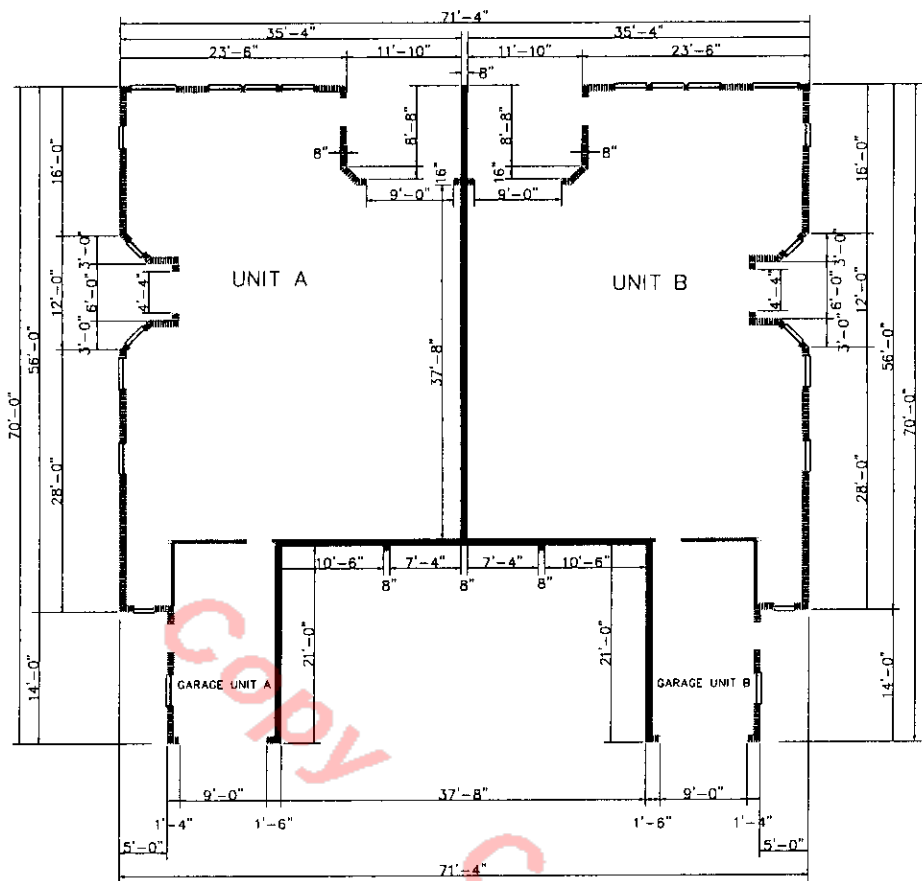
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
DUPLEX - UNIT B
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
13
OF
15



SCALE: 1" = 20'

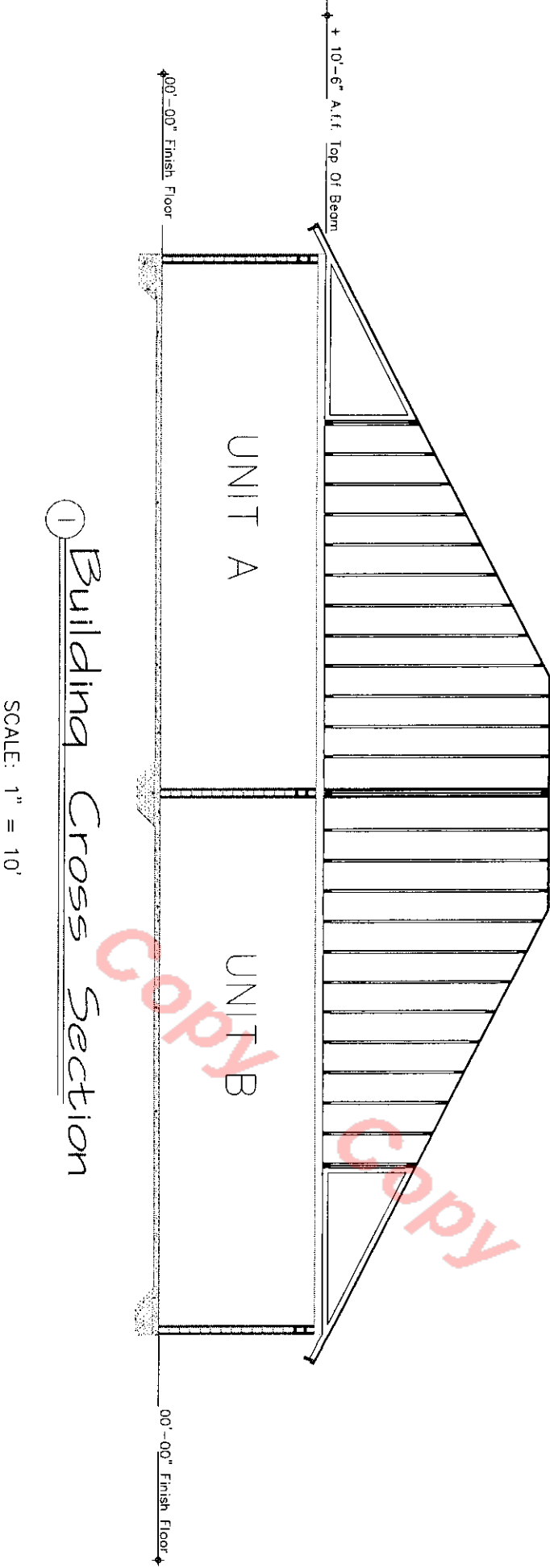
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SAWGRASS VILLAS
DUPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
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LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
14
OF
15



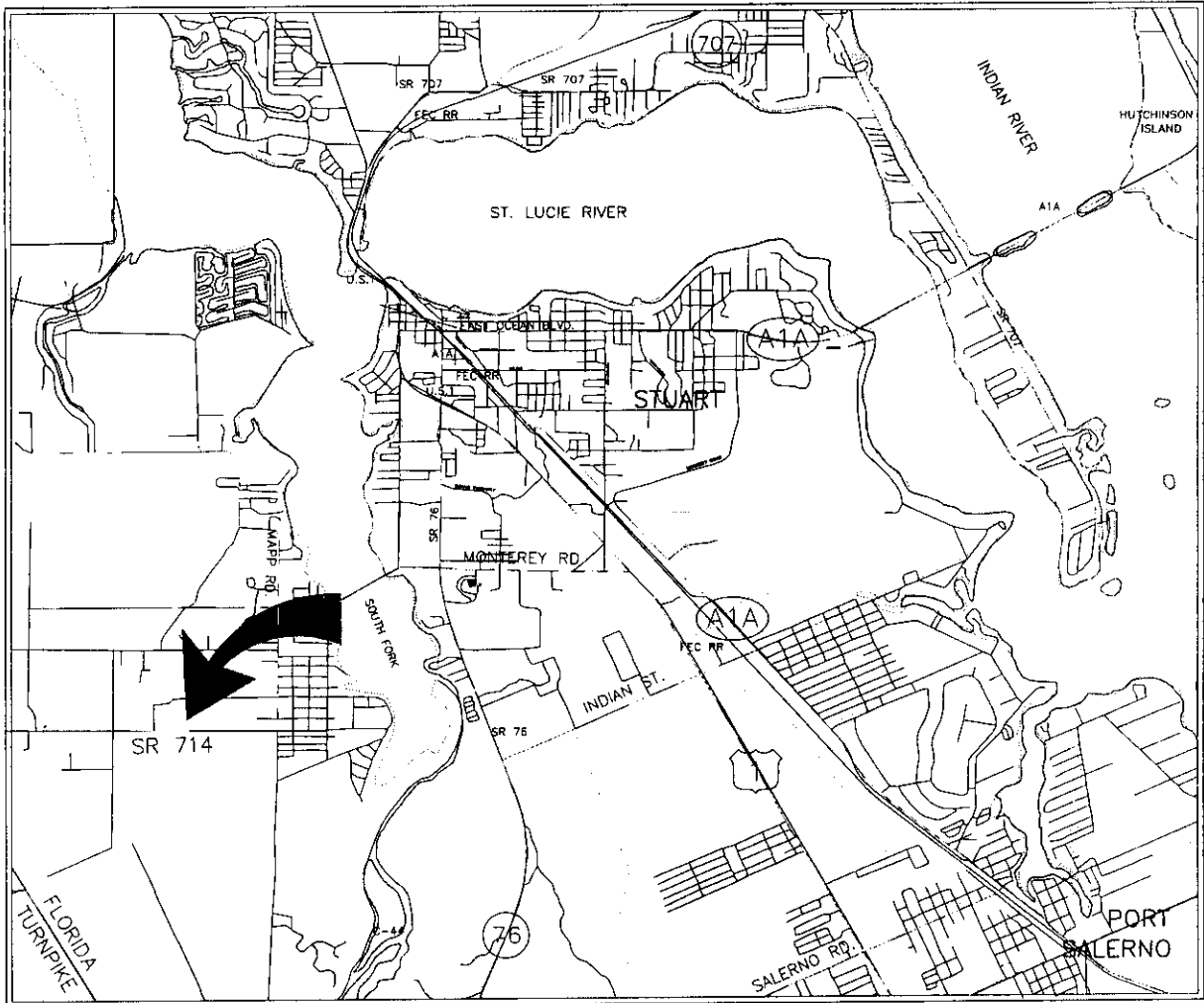
EXIHIT "A"


SAWGRASS VILLAS
DUPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
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PROJECT
02-75

SHEET
15
OF
15



LOCATION MAP 



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ABBREVIATIONS

CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAIN LINK FENCE
CONC.	CONCRETE
INV.	INVERT
ELEV.	ELEVATION
CMP	CORRUGATED METAL PIPE
MES	MITERED END SECTION
TOE	TOE OF SLOPE
TOB	TOP OF BANK
CLF	CHAIN LINK FENCE
FND.	FOUND
CM	CONCRETE MONUMENT
IP	IRON PIPE
IR&C	IRON ROD & CAP
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
PK	PARKER KALON NAIL
NGVD	NATIONAL GEODETIC VETICAL DATUM
NAD	NORTH AMERICAN DATUM
P.L.S.	PROFESSIONAL LAND SURVEYOR
NO.	NUMBER
P/L	PROPERTY LINE

SYMBOL LEGEND

+ 11.47	FIELD LOCATED POINT
→	GUY WIRE & ANCHOR
	ELECTRIC SERVICE
—OHE—	OVERHEAD ELECTRIC LINE
	BELL SOUTH TELEPHONE RISER

LEGAL DESCRIPTION

THE SOUTH 1,040.4 FEET OF THE W. 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4 (LESS THE SOUTH 50 FEET FOR ROAD RIGHT-OF-WAY) OF SECTION 18, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

SAID PARCEL CONTAINS 15.13 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE ON SEPTEMBER 9, 2002 AND, SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "BOUNDARY SURVEY" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


BETSY LINDSAY, INC.
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

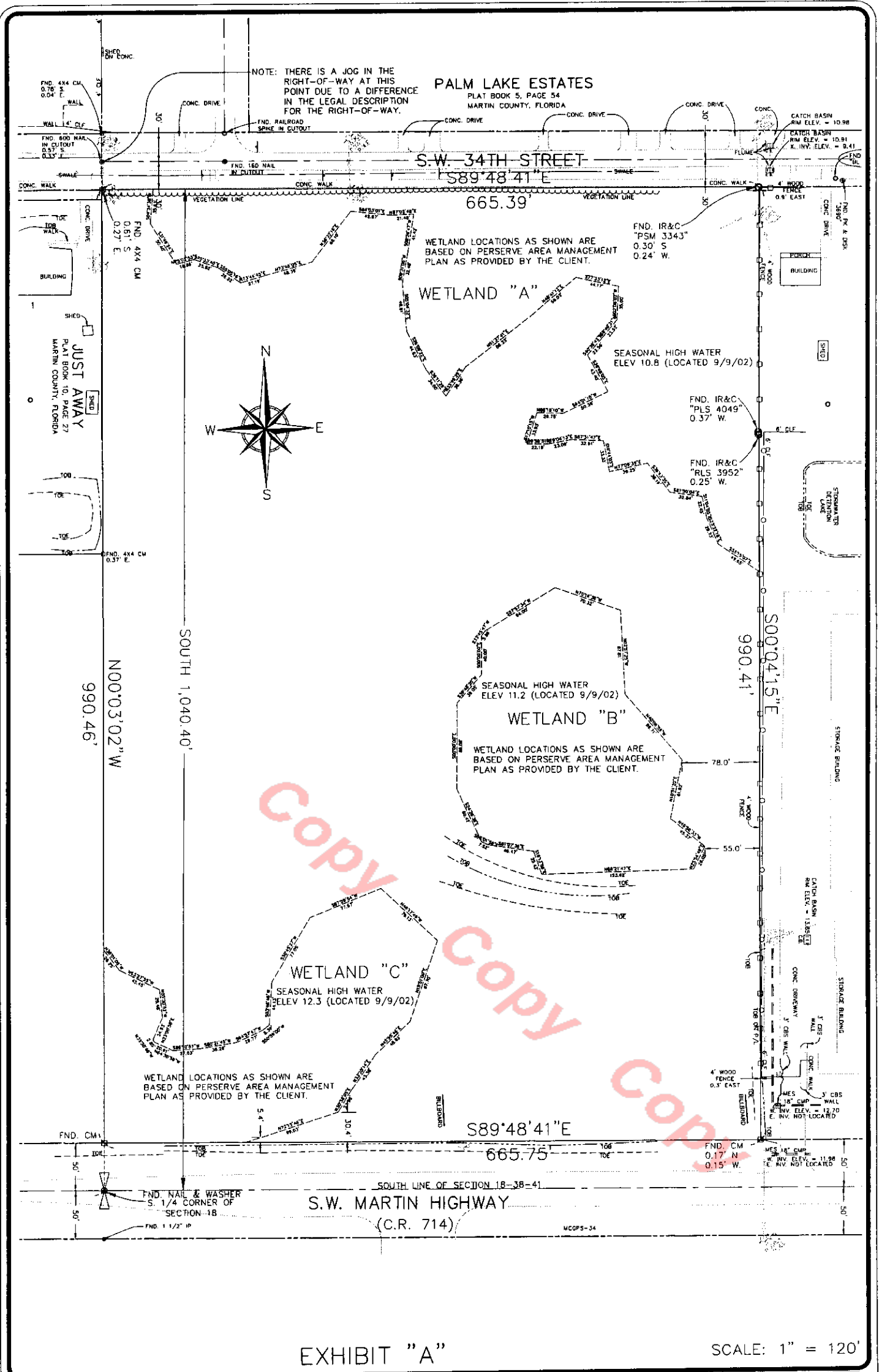
EXHIBIT "A"

SAWGRASS VILLAS
BOUNDARY SURVEY
PALM CITY, FLORIDA

 BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
1
OF
15

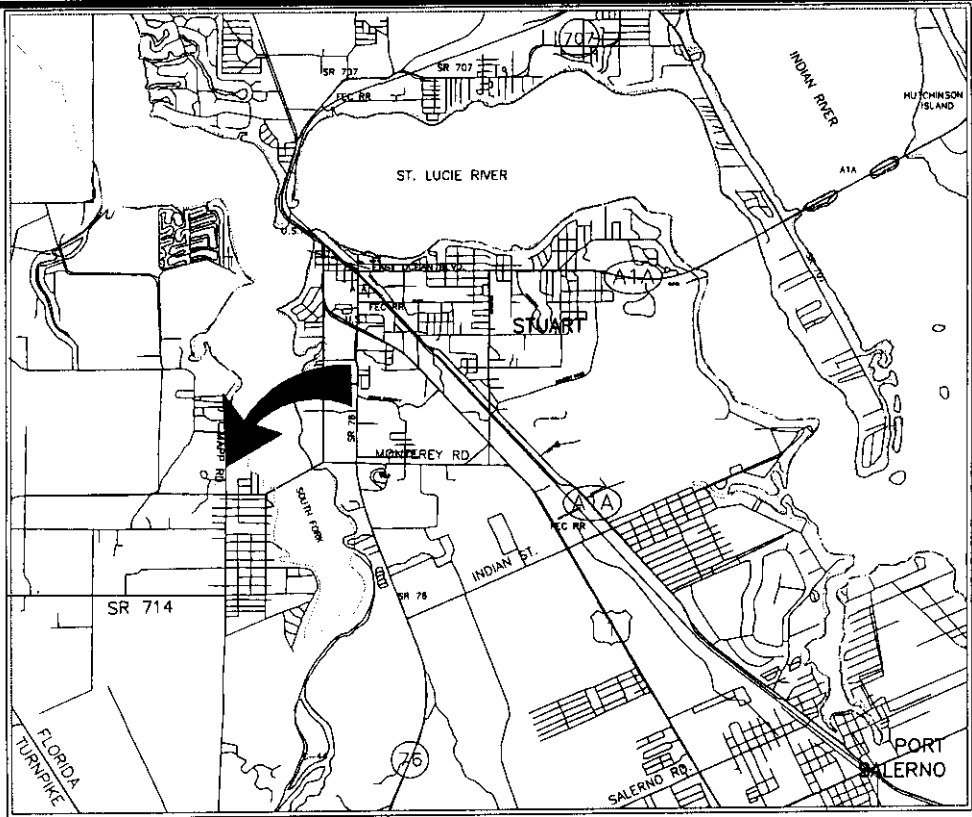


SAWGRASS VILLAS
BOUNDARY SURVEY
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
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LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
2
OF
15



LOCATION MAP

ABBREVIATIONS

CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAIN LINK FENCE
CONC.	CONCRETE
INV.	INVERT
ELEV.	ELEVATION
CMP	CORRUGATED METAL PIPE
MES	MITERED END SECTION
TOE	TOE OF SLOPE
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CLF	CHAIN LINK FENCE
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PK	PARKER KALON NAIL
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NAD	NORTH AMERICAN DATUM
P.L.S.	PROFESSIONAL LAND SURVEYOR
NO.	NUMBER
P/L	PROPERTY LINE

SYMBOL LEGEND

*	FIELD LOCATED POINT
→	GUY WIRE & ANCHOR
[E]	ELECTRIC SERVICE
—OHE—	OVERHEAD ELECTRIC LINE
○ BT	BELL SOUTH TELEPHONE RISER

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NAD 83/90, FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°48'41"W ALONG THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 714 (S.W. MARTIN HIGHWAY).
2. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. ELEVATIONS AS SHOWN HEREON REFERENCE NGVD 29, REFERENCE MARTIN COUNTY BENCHMARK "MH&POSTAL10E", ELEVATION = 14.051 AND "MH-D-8E", ELEVATION = 16.904.
7. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE B, REFERENCE FEMA MAP COMMUNITY NO. 120161, PANEL 0142, SUFFIX C, EFFECTIVE DATE JANUARY 5, 1984.

LEGAL DESCRIPTION

THE SOUTH 1,040.4 FEET OF THE W. 1/2 OF THE S.W. 1/4 OF THE S.E. 1/4 (LESS THE SOUTH 50 FEET FOR ROAD RIGHT-OF-WAY) OF SECTION 18, TOWNSHIP 38 SOUTH, RANGE 41 EAST.

SAID PARCEL CONTAINS 15.13 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I ELIZABETH A. LINDSAY, A REGISTERED LAND SURVEYOR, NUMBER PLS 4724, STATE OF FLORIDA, A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, ON BEHALF OF BETSY LINDSAY, INC. HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IN THIS EXHIBIT OF THE DECLARATION OF CONDOMINIUM OF "SAWGRASS VILLAS, A CONDOMINIUM" TO WHICH THIS SURVEYOR'S CERTIFICATE IS ATTACHED, SAID "EXHIBIT A" CONSISTING OF 15 PAGES, IS SUBSTANTIALLY COMPLETE, SO THAT THE MATERIAL, TOGETHER WITH THE CONTENTS OF THE DECLARATION RELATING TO MATTER OF SURVEY DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS AND THAT IMPROVEMENTS, INCLUDING LANDSCAPING UTILITY SERVICE AND ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

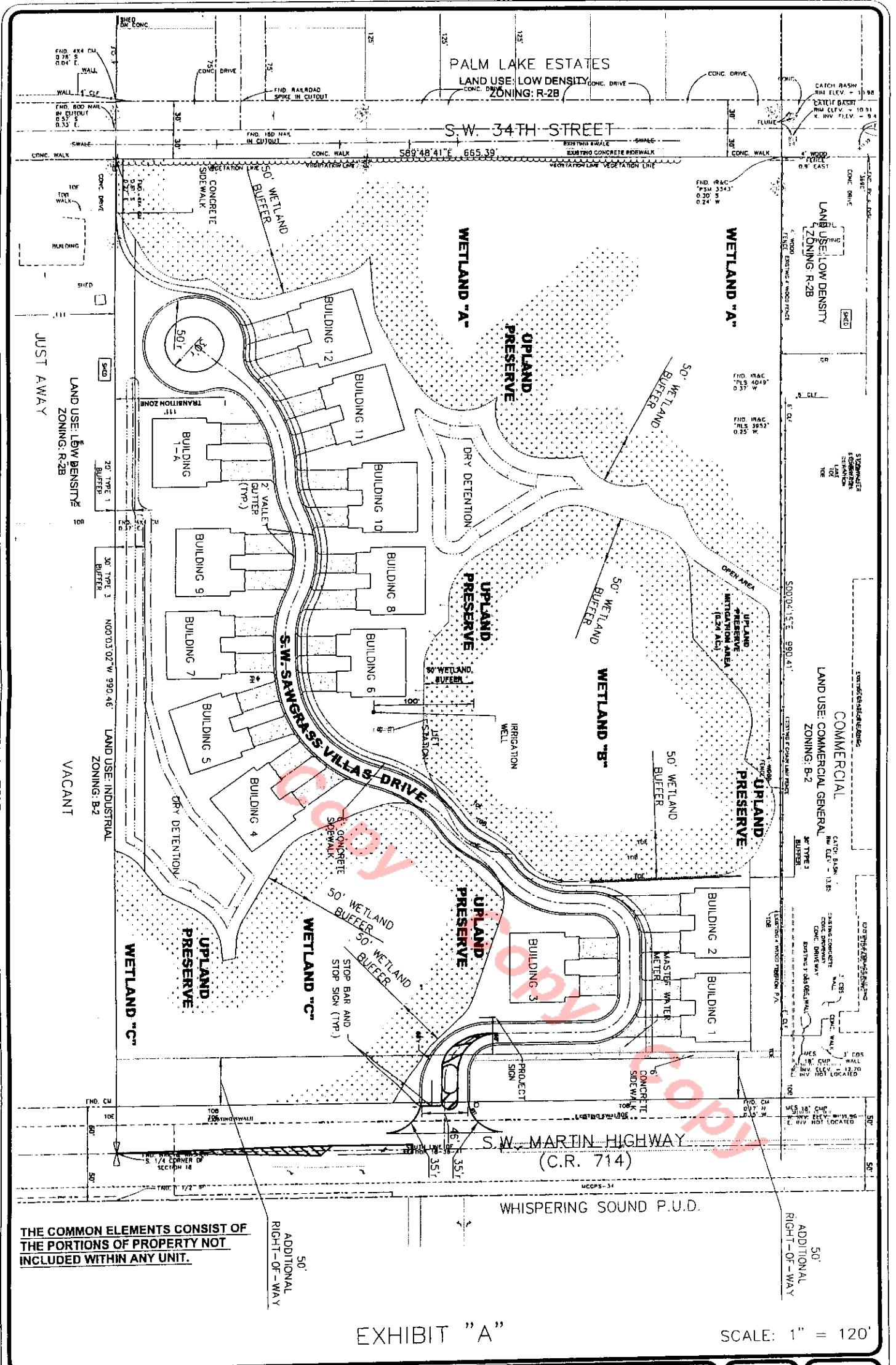
NOTE: THIS SITE IS TO BE COMPLETED APRIL 15, 2005
EXHIBIT "A"

SAWGRASS VILLAS
SITE PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

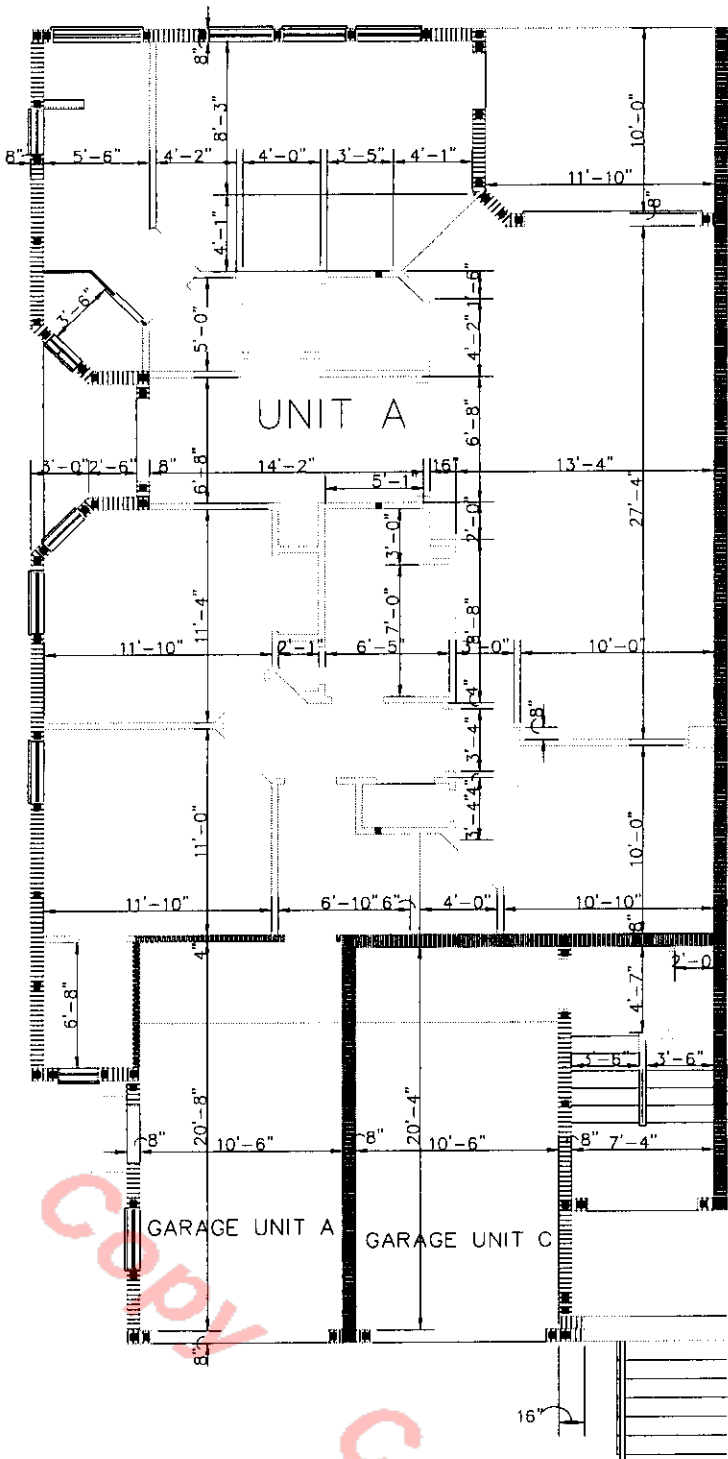
SHEET
3A
OF
15



SAWGRASS VILLAS
SITE PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75
SHEET
3B
OF
15



Air Conditioned Living	1625.F.
Garage	2405.F.
Covered Balcony	1215.F.
Entry	425.F.
Total Under Roof	20245.F.

FIRST FLOOR
SCALE: 1" = 10'

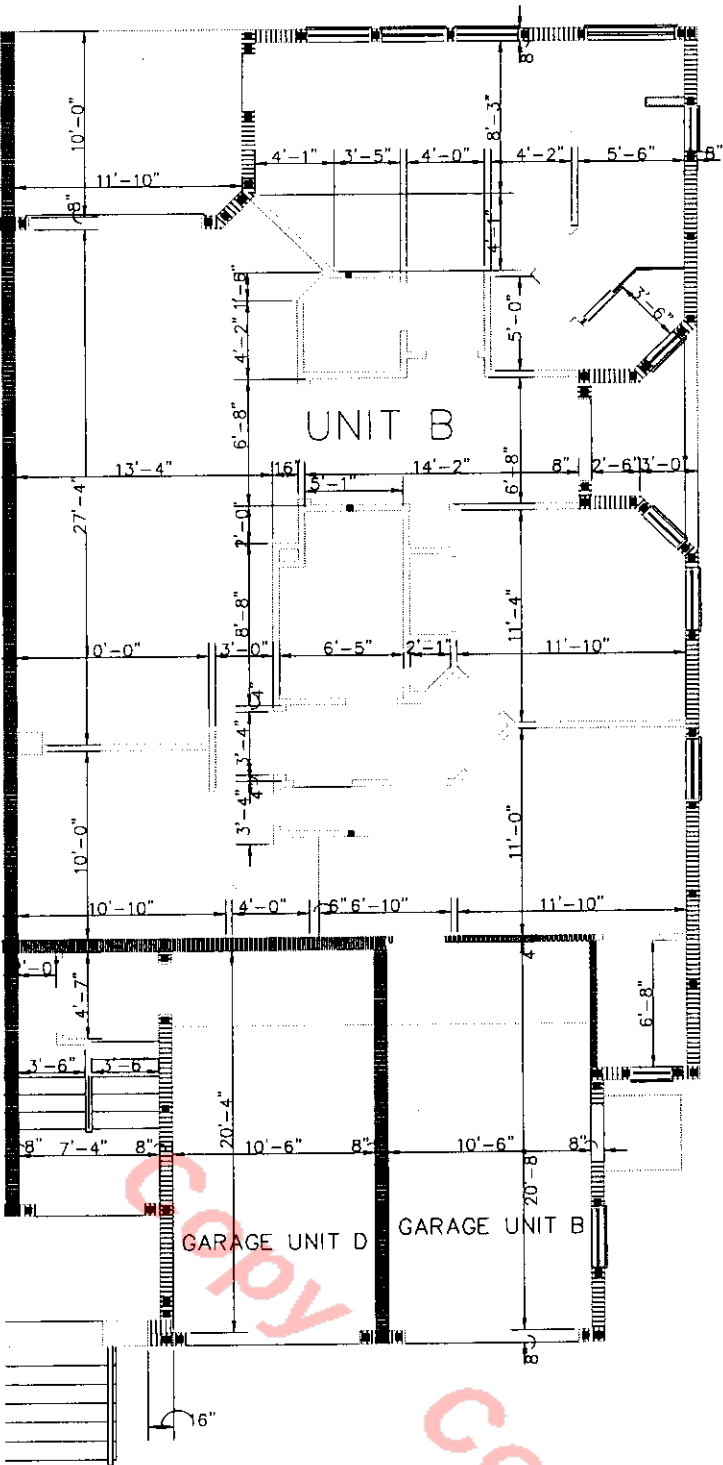
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT A
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
4
OF
15



Air Conditioned Living	16215.F.
Garage	2405.F.
Covered Balcony	1215.F.
Entry	425.F.
Total Under Roof	20245.F.

FIRST FLOOR
SCALE: 1" = 10'

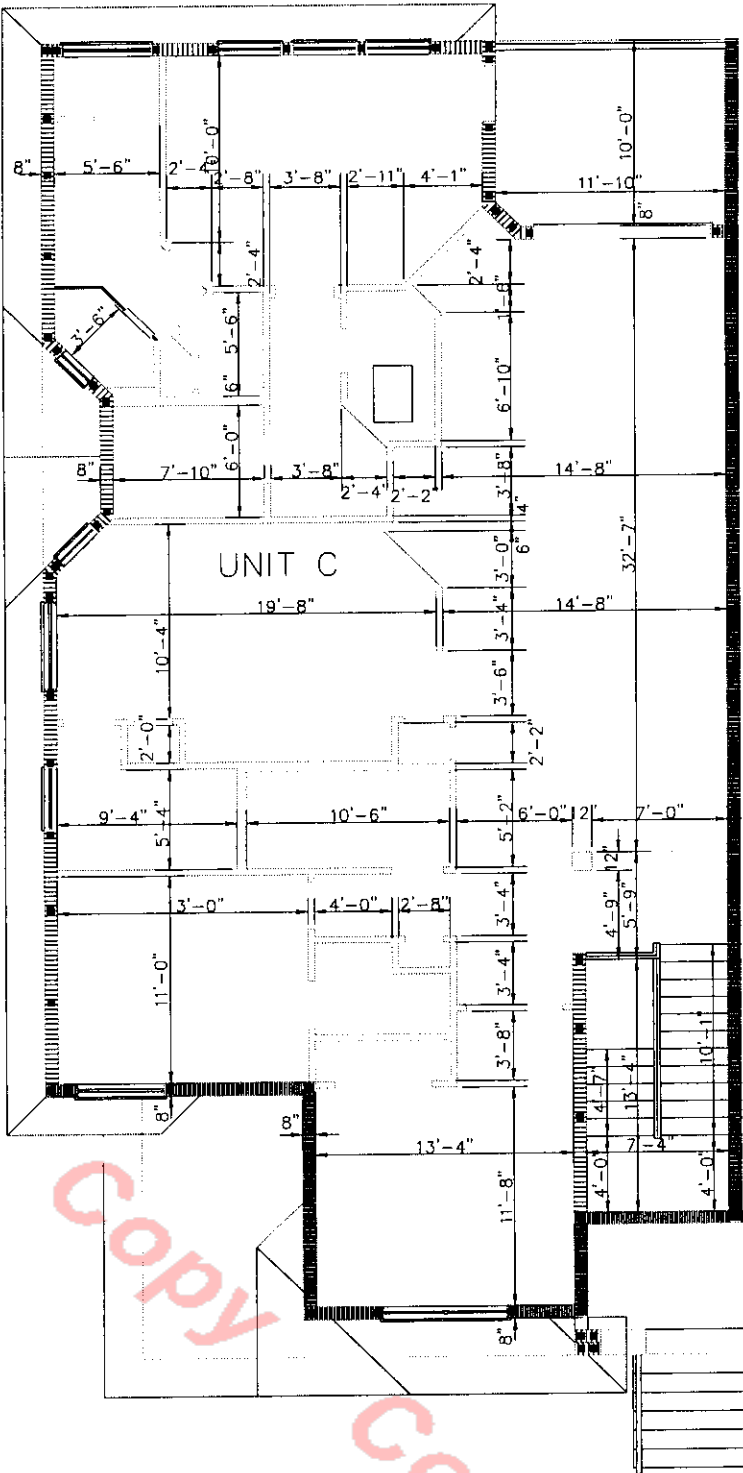
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT B
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
5
OF
15



Air Conditioned Living 2079 S.F.
Garage 242 S.F.
Covered Balcony 121 S.F.
Entry 53 S.F.
Total Under Roof 2495 S.F.

SECOND FLOOR
SCALE: 1" = 10'

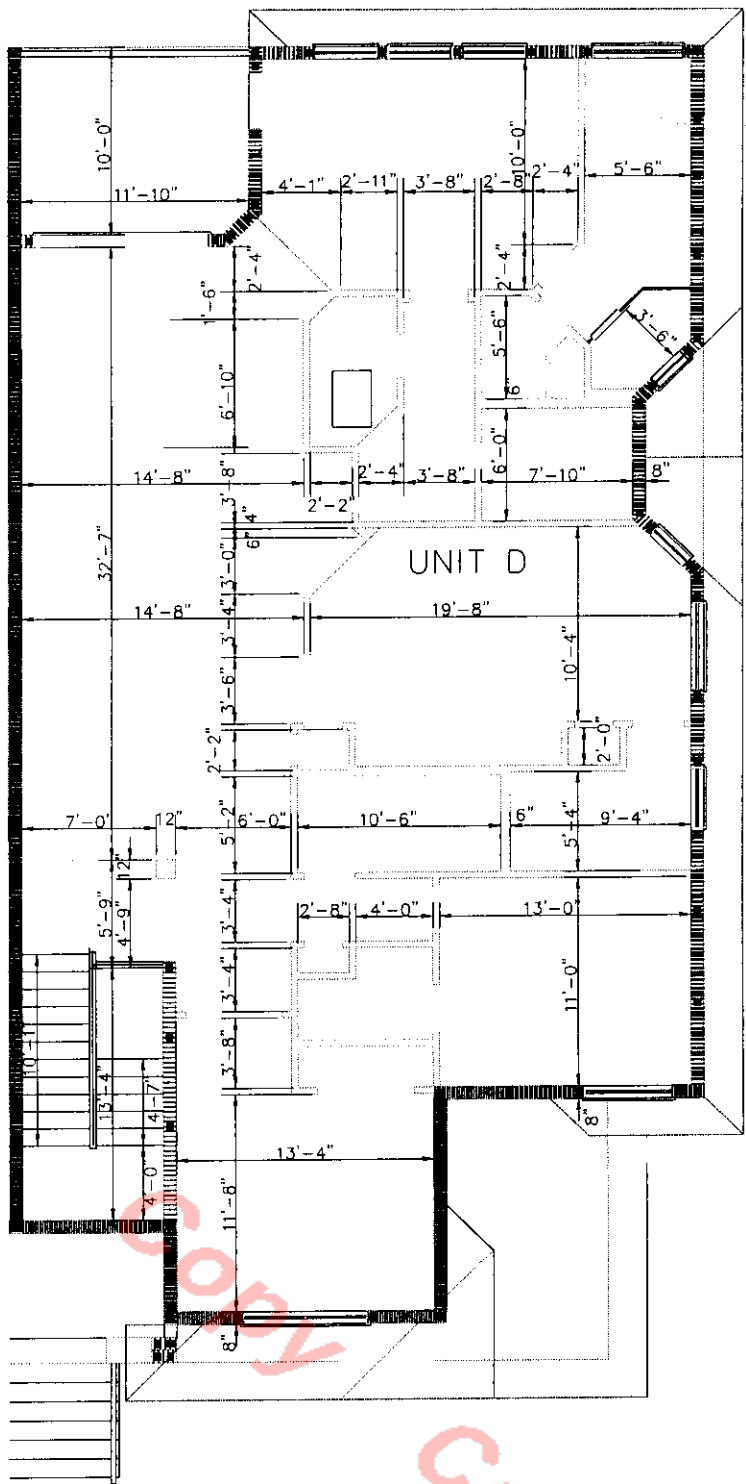
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT C
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561) 575-5275 (561) 575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
6
OF
15



Air Conditioned Living 2079S.F.
Garage 242S.F.
Covered Balcony 121 S.F.
Entry 53 S.F.
Total Under Roof 2495S.F.

SECOND FLOOR
SCALE: 1" = 10'

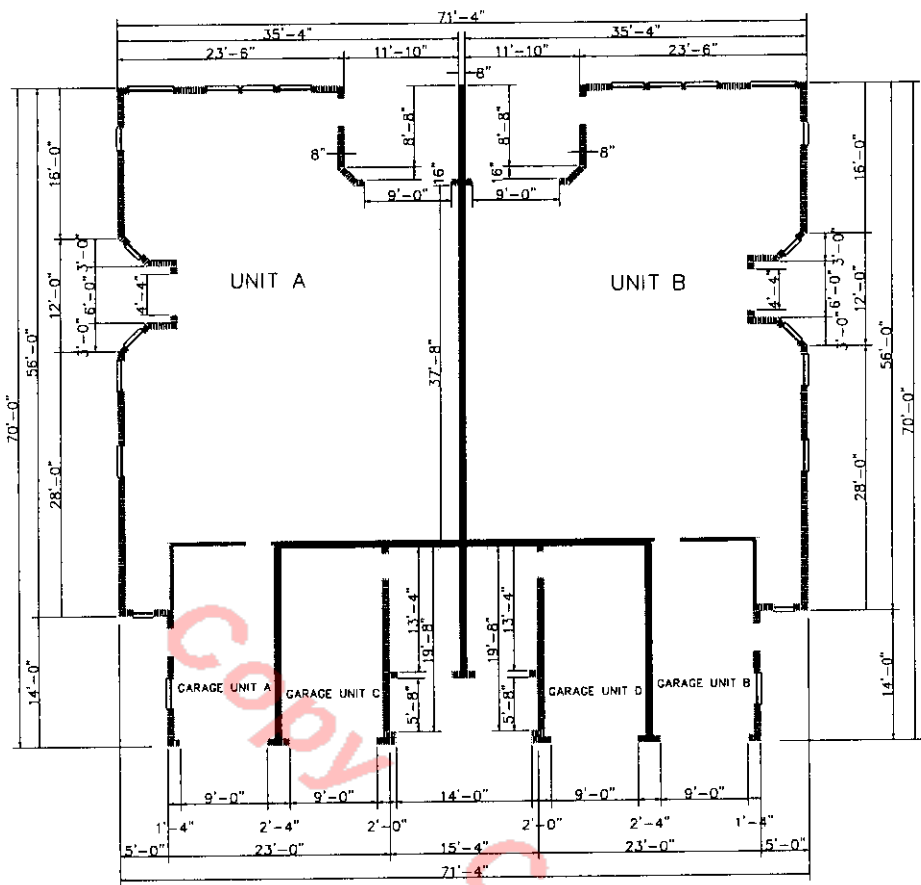
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX - UNIT D
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
7
OF
15



FIRST FLOOR
SCALE: 1" = 20'

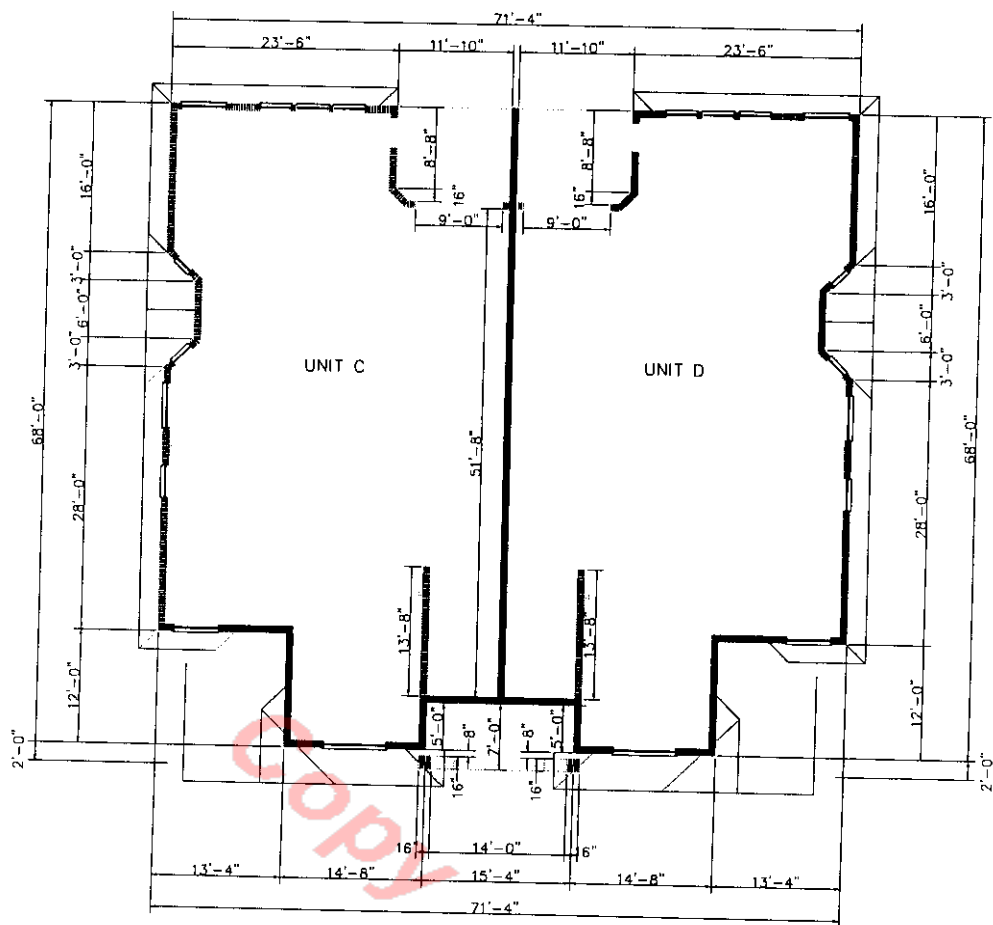
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1 UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
8
OF
15



SECOND FLOOR
SCALE: 1" = 20'

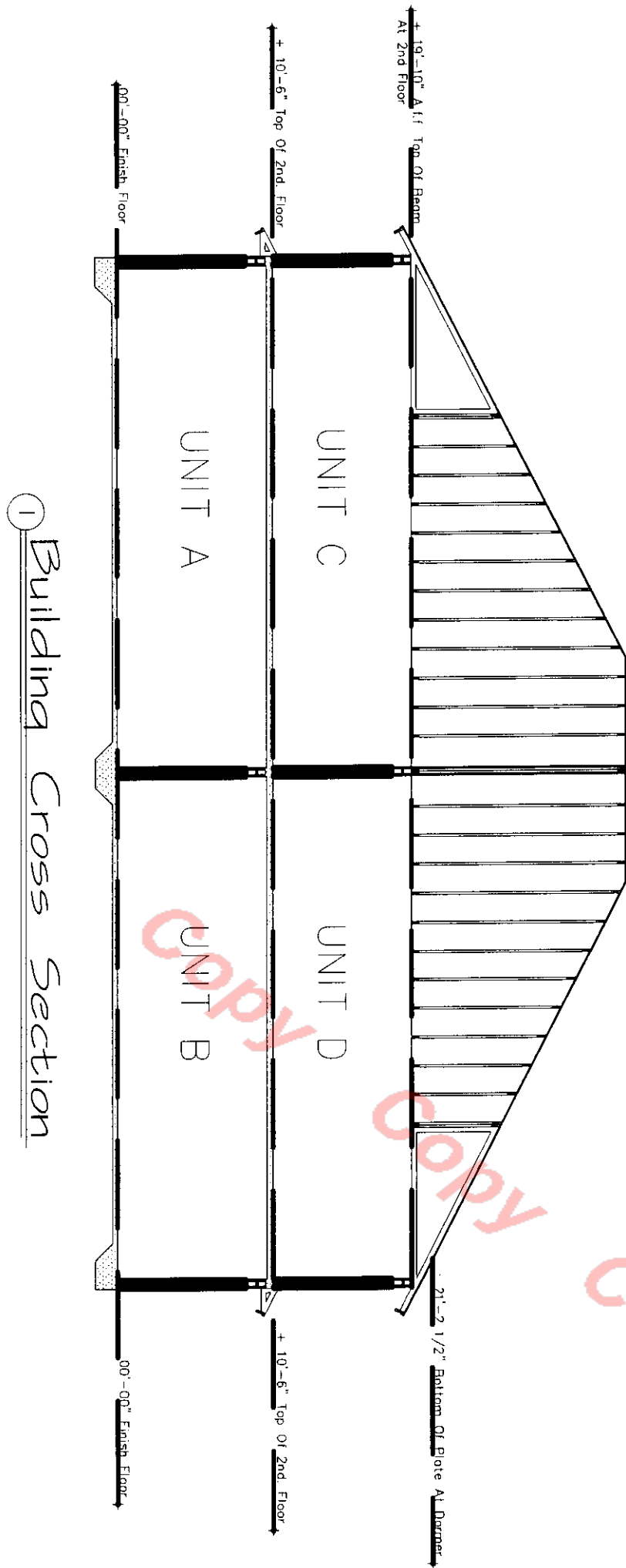
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
QUADRAPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
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LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
9
OF
15



① Building Cross Section
SCALE: 1" = 10'

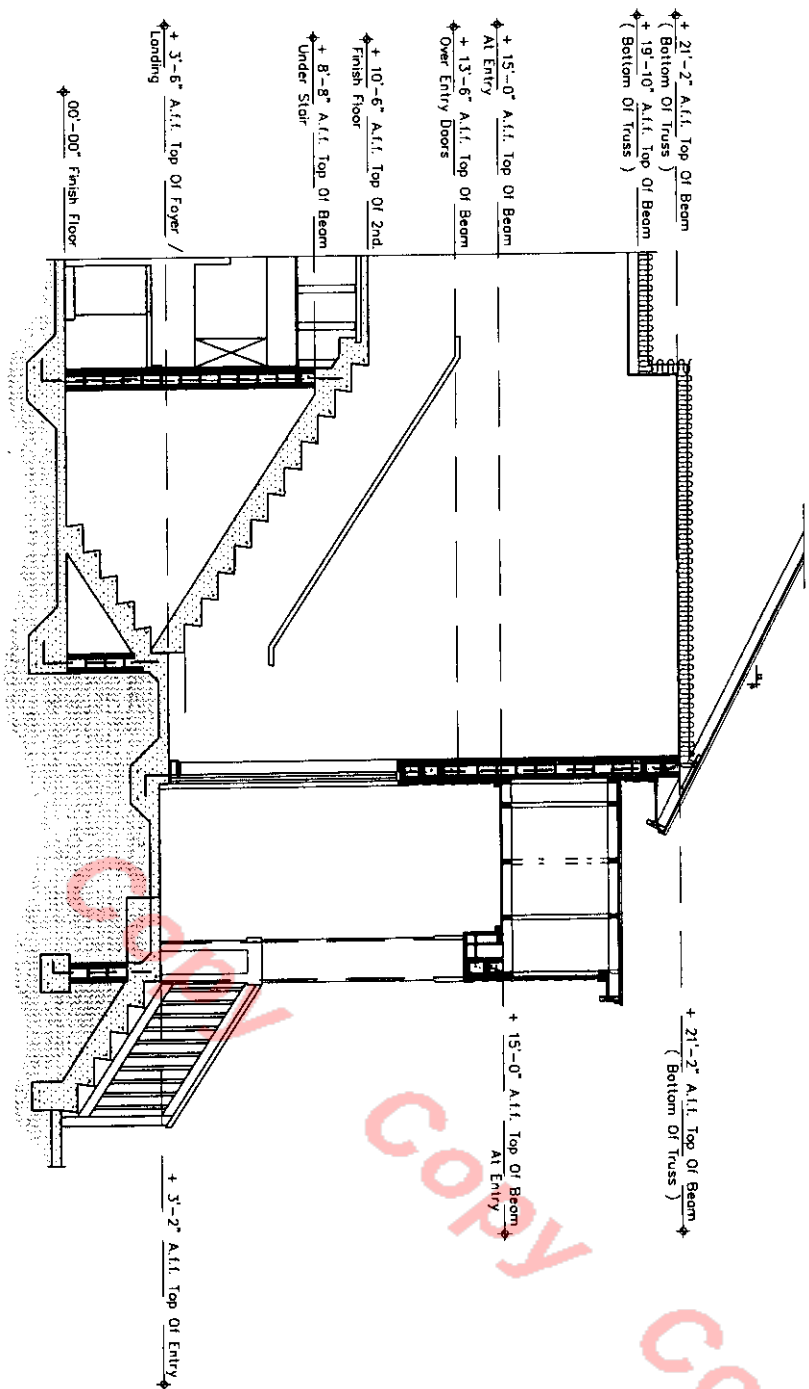
EXHIBIT "A"

SAWGRASS VILLAS
QUADRAPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
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LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
10
OF
15



① Section Thru Stair Well / Entry

SCALE: 1" = 20'

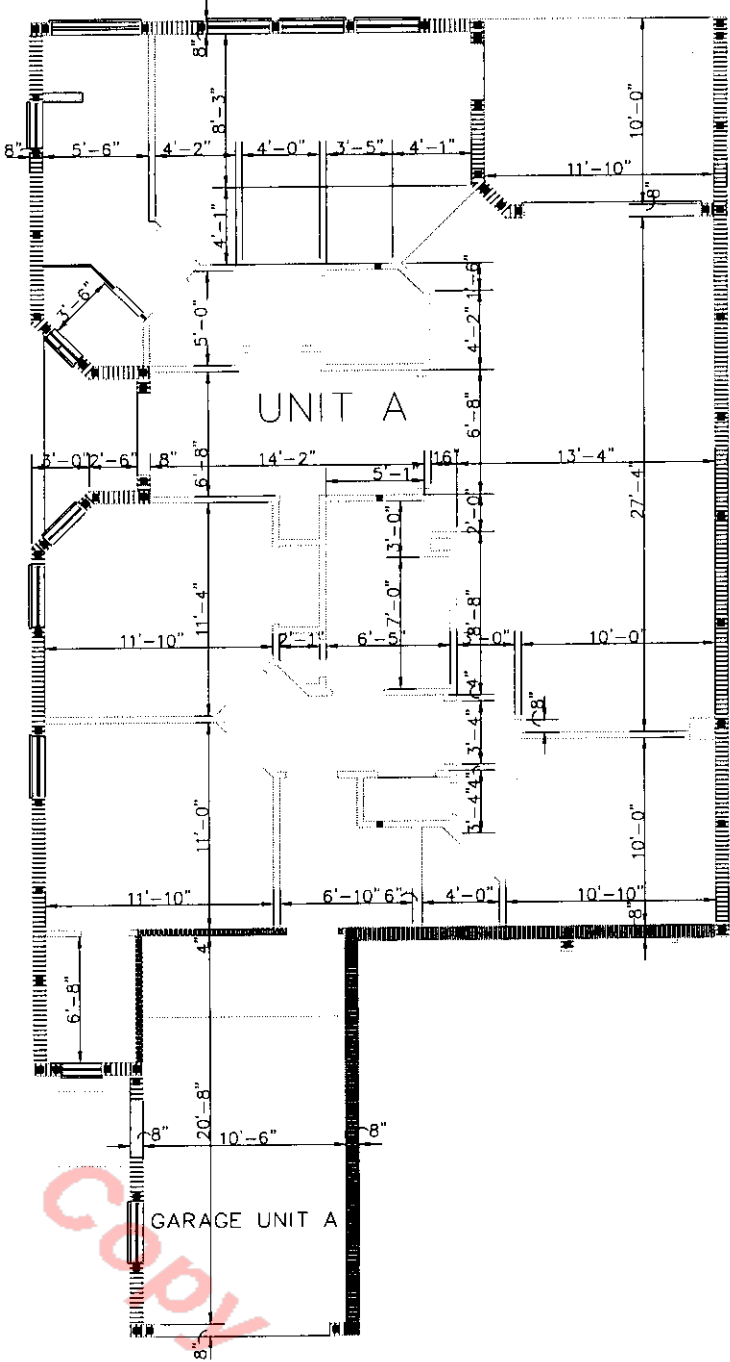
EXHIBIT "A"

SAWGRASS VILLAS
QUADRAPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
11
OF
15



Air Conditioned Living	1625.F.
Garage	2405.F.
Covered Balcony	1215.F.
Entry	425.F.
Total Under Roof	2025.F.

SCALE: 1" = 10'

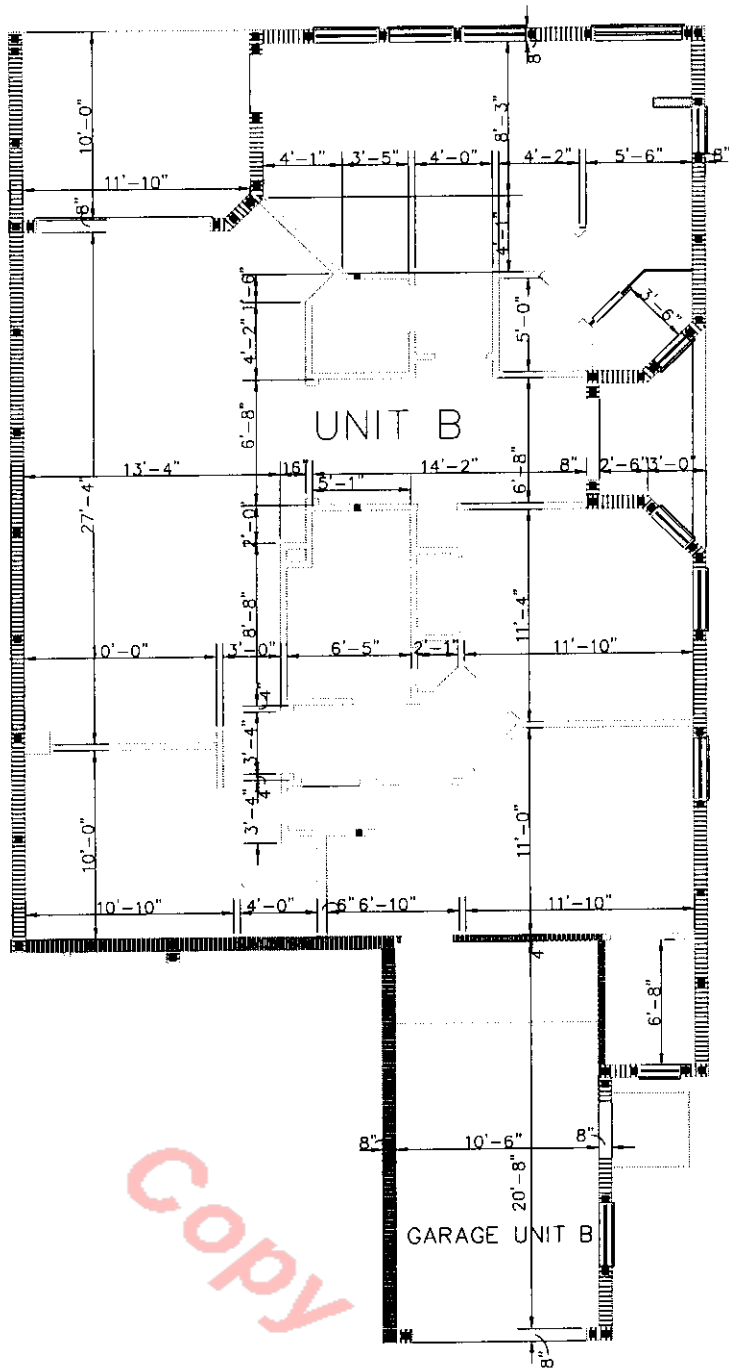
EXHIBIT "A"

SAWGRASS VILLAS
DUPLEX - UNIT A
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
12
OF
15



Air Conditioned Living	1625.S.F.
Garage	2405.S.F.
Covered Balcony	1215.S.F.
Entry	425.S.F.
Total Under Roof	20245.S.F.

SCALE: 1" = 10'

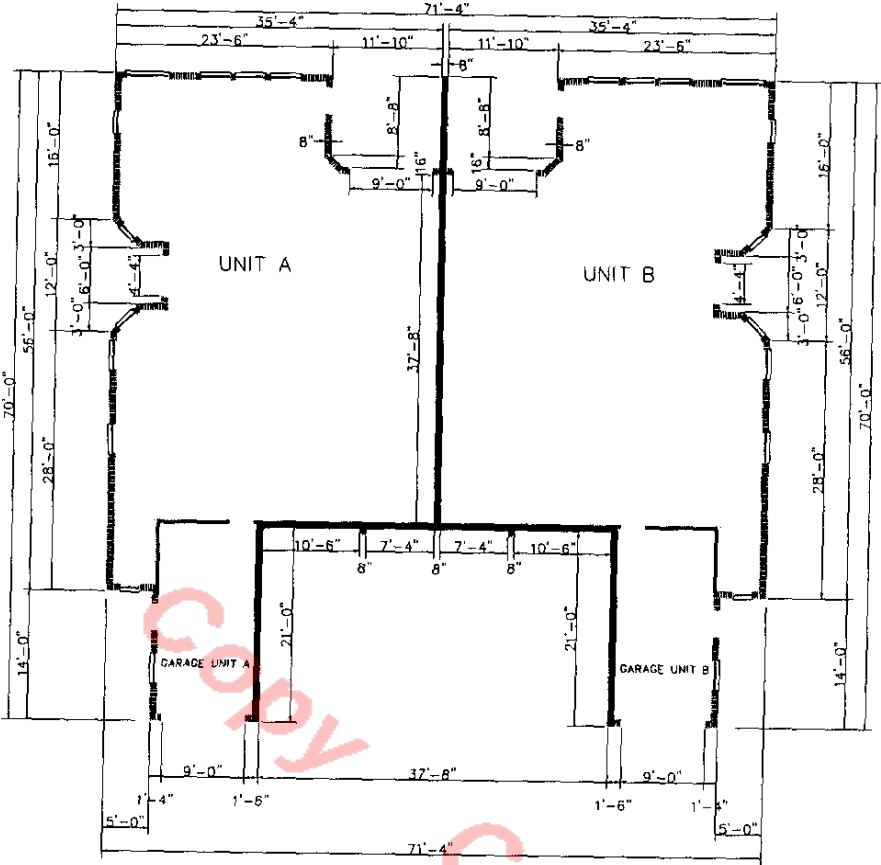
EXHIBIT "A"

SAWGRASS VILLAS
TYPICAL FLOOR PLAN
DUPLEX - UNIT B
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
13
OF
15



SCALE: 1" = 20'

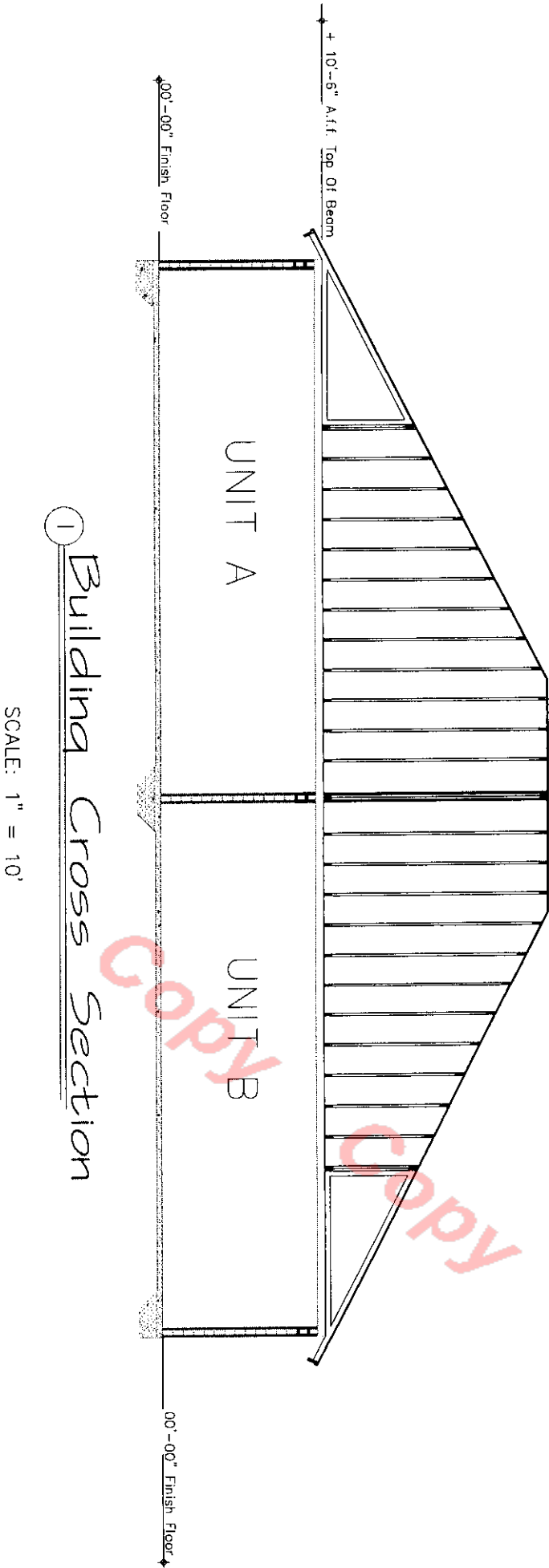
EXHIBIT "A"

SAWGRASS VILLAS
DUPLEX BUILDING PLAN
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
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LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
14
OF
15



① Building Cross Section

SCALE: 1" = 10'

EXIHIT "A"

SAWGRASS VILLAS
DUPLEX BUILDING CROSS SECTION
PALM CITY, FLORIDA

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
208 N. U.S. HWY. NO. 1, UNIT 8 TEQUESTA, FLORIDA 33469
(561)575-5275 (561)575-4324 FAX
LICENSED BUSINESS NO. 6852

PROJECT
02-75

SHEET
15
OF
15

AUG-07-2003 10:44
HVJVVU24/402 8

Mc CARTHY SUMMERS

561 283

SECRETARY OF STATE
TALLAHASSEE, FLORIDA03 AUG -7 PM 3:39
04/09
FILED**ARTICLES OF INCORPORATION****OF****SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC.****1. NAME**

The name of the corporation is SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC.

2. PURPOSE

The Corporation is organized as a Corporation not-for-profit under provisions of Chapter 617, Florida Statutes, and is a Condominium Association as referred to an authorized by Chapter 718 Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of a Condominium in Martin County, Florida, known as Sawgrass Villas. Said Condominium is herein called "Condominium," and the Declaration of Condominium whereby the same has or will be created is herein called "Declaration." Description of the lands of the Condominium is set forth in the Declaration.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION.

The members of this Corporation shall constitute all of the record owners of Condominium Parcels of the Condominium. Change of membership in this Corporation shall be established by recording in the Public Records of St. Johns County, Florida, as a deed or other instrument establishing record title to a Condominium Parcel and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner of such Condominium Parcel shall be thereby terminated. Where any one unit or parcel of Condominium property is owned by more than one person, firm, individual or corporation or other legal entity, the composite title holder shall be and constitute one member or membership. Any person, firm, individual, corporation or legal entity owning more than one Unit or Parcel shall be as many members as the number of Units owned.

4. TERM

The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration, and in the event of such termination, the Corporation shall be dissolved in accordance with law.

5. PRINCIPAL OFFICE

The principal office and mailing address of the corporation are 2400 S.E. Federal Highway, Fourth Floor, Stuart FL 34994.

Sawgrass Villas Condo Association
Articles of Incorporation

H03000247402 8

Exhibit B

AUG-07-2003 10:44

McCARTHY SUMMERS

561 283 1803 P.05/09

H03000247402 8

6. NAMES AND ADDRESSES OF SUBSCRIBERS

The names and address of the subscribers of these Articles of Incorporation are: Bret Soverel, Lee Kimmel and Gifford Gumbinner at 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994.

7. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The Officers of the Corporation shall be a President, Vice President, Treasurer and Secretary, which officers shall be elected annually by the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Paragraph (11) hereof, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and consummation of the Agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such Agreements. Disclosure of such Agreements by setting forth same in the Declaration, as initially declared or subsequently re-declared or amended, shall stand as an absolute confirmation of such Agreements and the valid exercise by the Directors and Officers of this Corporation of the powers pertinent thereto.

8. NAMES OF OFFICERS

The names of the officers who are to serve until the first election or appointment is as follows: Bret Soverel, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994, President; Lee Kimmel, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994, Vice President; and Gifford Gumbinner, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994, Secretary/Treasurer.

9. BOARD OF DIRECTORS

The Board of Directors shall consist of not fewer than three (3) nor more than seven (7) persons. The members of the Board of Directors shall be elected in accordance with the procedures established in the By-Laws of the Corporation. The names and addresses of the persons who are to serve as such until the first election thereof are as follows: Bret Soverel, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994, Lee Kimmel, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994 and Gifford Gumbinner, 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994.

10. BY-LAWS

The original By-Laws are to be determined by the Board of Directors and/or declared under such Declaration. The same may thereafter be amended by not fewer than a majority of the Directors at a duly called Board meeting and by fifty (50%) percent plus one (1) of the Owners present either in person or by proxy at a duly called Owners' meeting.

11. AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended only with the approval of not fewer than a majority of the Board of Directors at a duly called Board meeting and fifty percent (50%) plus one (1) of the Owners present either in person or by proxy at a duly called Owners' meeting.

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MCCARTHY SUMMERS

561 283 1803 P.05/09

12. POWERS

The Corporation shall have all of the following powers:

1. All of the powers set forth and described in Chapter 617, Florida Statutes, not repugnant to any of the provisions of Chapter 718, Florida Statutes.
2. All of the powers of an Association as set forth in Chapter 718, Florida Statutes.
3. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessors or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use of benefit of the Unit Owners.
4. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the Corporation.
5. To acquire by purchase, or otherwise, Parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or By-Laws relative thereto.
6. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

13. INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or Officer at the time said expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

14. INITIAL REGISTERED OFFICE AND AGENT

The name and initial registered agent of this Corporation and the street address of the initial registered office of this Corporation are McCarthy, Summers, Bobko, Wood, Sawyer & Perry, P.A., Steven L. Perry, Esq., 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994.

AUG-07-2003 10:45
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MCCARTHY SUMMERS

561 283 1803 P.07/09

We, THE UNDERSIGNED, BEING THE SUBSCRIBER HERETO, do hereby subscribe to these Articles of Incorporation and in witness whereof, I have hereunto set my hand and seal this 5th day of August, 2003.


Bret Sovarel


Lee Kimmel


Gifford Gumbinner

[notary block on following page]

AUG-07-2003 10:45

McCARTHY SUMMERS

561 283 1803 P.08/09

B03000247402 8

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared Bret Soverel, and acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in Stuart, said County and State, this 2nd day of August, 2003.



[Signature]
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared Lee Kimmel, and acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in Stuart, said County and State, this 5th day of August, 2003.



[Signature]
Notary Public, State of Florida
At Large

STATE OF FLORIDA
COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared Gifford Gunbinnet, and acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in Stuart, said County and State, this 5th day of August, 2003.



[Signature]
Notary Public, State of Florida

Sawgrass Villas Condo Association
Articles of Incorporation

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
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

Sawgrass Villas Condominium Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at City of Stuart, State of Florida, has named Steven L. Perry; 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994 as its agent to accept service of process within the state.

ACKNOWLEDGEMENT:

I, Steven L. Perry, Esq., having been named to accept service of process for the above stated corporation at the place designated in this certificate, hereby accept to act in this capacity and agree to comply with the provisions of the Florida General Corporation Act relative to maintaining said office.



Steven L. Perry, Esq.

Sawgrass Villas Condo Association
Articles of Incorporation

6

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BYLAWS
OF
SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-Profit)

ARTICLE I - GENERAL

Section 1 - Name and Address. The name, address and term of existence of the Association shall be set forth in the Articles of Incorporation.

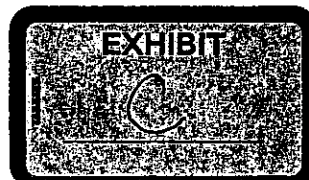
Section 2 - Powers. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation. The officers of the Association shall be managed and operated by the Board of Directors.

Section 3 - Members. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1 - Meetings. All annual and special meetings of the Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meeting.

Section 2 - Annual Meetings. Annual meetings of the members of the Association shall be held during the first 15 days of January of each year at a date, time and place fixed by the Board of Directors. Notice of the meeting, which shall include an agenda, shall be mailed to each member not less than fourteen (14) days prior thereto. In addition to such written notice, the Secretary shall conspicuously post notice of the annual meeting on the condominium property at least fourteen (14) days prior thereto.



Section 3 - Special Meetings. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or any Declaration of Condominium naming this Association as the association thereunder, may be called by the President, Secretary, or a majority of the Board of Directors.

Section 4 - Special Meeting Business. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present having two-thirds (2/3) of the votes. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than fourteen (14) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notice deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5 - Proof of Notice. The officer of the Association giving notice shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was mailed or hand delivered to each owner at the last address furnished to the Association as required by these Bylaws.

Section 6 - Quorum. Persons entitled to at least fifty percent (50%) of the votes of the Association shall constitute a quorum.

Section 7 - Majority Vote. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express

provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the express provision shall govern and control.

Section 8 - Proxies. Unit owners may vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. A general power of attorney shall not be used as a proxy or for voting on behalf of a unit owner.

Section 9 - Voting Certificates. When a unit has more than one owner or is owned by a corporation, partnership or other artificial entity, the record owners of the unit shall designate in writing one owner, or in the case of a corporation or other entity an officer of the owner, who shall be authorized to vote and represent the unit. Any record owner of a unit shall be eligible to serve as an officer or director of the Association whether designated as the unit representative on the voting certificate or not.

Section 10 - Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number and Term. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2 - Annual Meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3 - Regular Meetings. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director by telegram, hand delivery, or by United States mail sent at least three (3) days prior to the meeting. Members may waive notice by written consent. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semiannual meetings. All meetings of the Board shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) continuous hours thereof except in an emergency.

Section 4 - Quorum. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Board member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

Section 5 - Order of Business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the President, Secretary or other officer.

Section 6 - Powers and Duties. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board may modify the payment of unit owner assessments to provide for monthly payments or quarterly payments at the beginning of the calendar year of the Association. The Board may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7 - Limited Power to Convey Common Elements. The Board of Directors, on behalf of the Association, shall have the limited power to convey a portion or portions of the common elements to a condemning authority for purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 8 - Bonding. All persons who control or disburse funds of the Association shall be insured or bonded in the sum of not less than an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time. The cost of bonding shall be a common expense.

Section 9 - Recall. Any member of the Board may be recalled at any time, with or without cause, by the members of the Association in the manner provided by the Condominium Act.

ARTICLE IV - OFFICERS

Section 1 - Officers. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2 - President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and the Board of Directors. The President shall have the general powers and duties usually vested in the office of President, including, but not limited to, the power to appoint committees from among the members or Directors from time to time as deemed appropriate to assist in the conduct of the affairs of the Association. The President shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3 - Vice-President. The Vice-President or Vice Presidents shall be vested with all of the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 4 - Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law.

The Secretary shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5 - Treasurer. The Treasurer shall have responsibility for all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

Section 6 - Other Officers. The Board of Directors may create and appoint such other and additional officers as they shall, from time to time, deem necessary and appropriate to assist with the affairs of the Association.

Section 7 - Removal of Officers. Any officer may be removed at any time, with or without cause, upon a favorable vote of a majority of the full Board of Directors.

ARTICLE V - MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

The Association shall collect from the unit owners their respective shares of the common expense in accordance with procedure prescribed in the Declaration of Condominium and the applicable provisions of Chapter 718, Florida Statutes.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1 - Rules and Regulations. The Board of Directors is authorized to adopt or to amend rules and regulations and statements of policy, not inconsistent with the Declaration of Condominium and the Articles of Incorporation of SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC., governing the manner of use of the units and appurtenances, the common elements, and all the facilities owned or controlled by the Association.

Section 2 - Inspection of Records. The Association shall maintain accounting records, current copies of the Declaration of Condominium, the Articles of Incorporation, Bylaws, rules and regulations, and other documents, books, records and financial information for the condominium. All accounting records shall be maintained in accordance with good accounting practices. All such records and documents shall be open to inspection by unit owners or their authorized representatives or by the holders, insurers or guarantors of any first mortgage at all reasonable times.

Section 3 - Audited Financial Statement. The Board of Directors, upon request of the holders of fifty-one percent (51%) or more of first mortgages, shall provide an audited financial statement to said mortgagees. The expense for said statement shall be borne by the said mortgagees and shall be furnished by the Board of Directors within a reasonable time following such request.

Section 4 - Certificate of Compliance. A certificate from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the condominium units to applicable fire and life safety codes.

ARTICLE VII - ARBITRATION

In the event of any internal dispute arising from the operation of the Condominium among a unit owner, the Association, or their agents or assigns, the parties to such internal dispute may agree to submit said dispute to mandatory non-binding arbitration in accordance with the procedures established by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

ARTICLE VIII - AMENDMENT

Amendments to the Bylaws shall be proposed to the membership of the Association in writing. An affirmative vote of two-thirds (2/3) of the entire membership shall be necessary to amend the Bylaws.

ARTICLE IX - ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget shall be adopted by the Board of Directors at the organizational meeting of the Board of Directors following the annual members meeting. By resolution adopted by not less than two-thirds (2/3) of the members of the Board of Directors, the Board of Directors may change the fiscal year for the Association and may change the date of the meeting at which the Board of Directors shall adopt the budget.

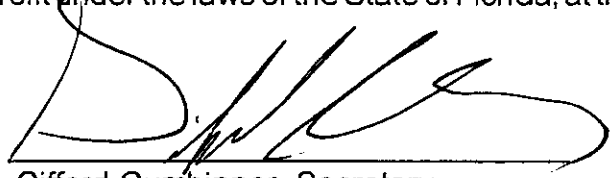
Section 2 - Reserves. In addition to actual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on the estimated remaining useful life and upon estimated replacement cost of each reserve

item. The Association may establish an alternative policy with regard to reserves, provided that the Association shall have first complied with the requirements of Chapter 718, Florida Statutes, governing the same.

ARTICLE X - SEVERABILITY

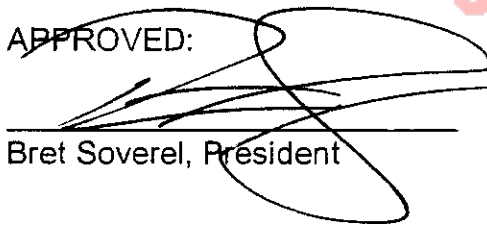
If any paragraph, sentence, clause or portion thereof or any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

The foregoing were adopted as the Bylaws of SAWGRASS VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors.



Gifford Gumbinner, Secretary

APPROVED:



Bret Soverel, President

MARTIN COUNTY, FLORIDA


**PRESERVE AREA MANAGEMENT
PLAN**

Sawgrass Villas

Soverel Development Group
298 S.W. Panther Trace
Port St. Lucie, Florida 34953

Charlea Manson, Environmental Specialist

Approved by/Date :

 6/22/04

A Preserve Area Management Plan (PAMP) is required of all developments containing wetland or upland preserve areas, pursuant to provisions of Article 4 of the Martin County Land Development Regulations, Sections 4.1 – Wetland Protection, 4.2 - Upland Protection and 4.8 - Excavation, Filling and Mining.

composite Exhibit "D"

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11.0 ENFORCEMENT

1.0 GENERAL

The owner(s)/developer(s) of *Sawgrass Villas Project Site (Soverel Development Group)* located at *(298 SW Panther Trace, Port St. Lucie, Florida)*, their successors and assigns, their environmental consultants and contractors, will implement and comply with all portions of this Preserve Area Management Plan (PAMP). Compliance with the terms of this PAMP includes submittal of all Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of all Annual Monitoring Reports following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The engineer of record is ultimately responsible for the filing of such reports during the construction phase and the developer(s) and owner(s) are responsible for the filing of such reports following construction.

2.0 ENVIRONMENTAL ASSESSMENT

An Environmental Assessment of the Sawgrass Villas project site was conducted by Charlea Manson, Environmental Specialist on 3 and 16 September 2002. The project site is located in Section 18, Township 38S, and Range 41E, Palm City, Martin County, Florida. The site consists of approximately 15.0 acres situated north of C.R. 714, south of 34th Street, and west of Mapp Road (Figures 1 and 2). This environmental analysis includes an assessment of on-site vegetative communities, federal and state wetlands, protected species, soils, and historical and archeological resources.

The Environmental Assessment is divided into several parts as follows and includes maps and text which accurately depict the site's soils, wetlands, uplands, listed species, previous impacts, preserve area boundaries and location .

2.1 Soil Survey

Refer to Figure 3 for map of soils occurring on the Sawgrass Villas project site, as depicted in the *SCS Soil Survey of Martin County Area, Florida, March 1981*. Following are descriptions of on-site soil types.

63 – Nettles sand – This nearly level soil is poorly drained. It is in broad areas of flatwoods, mainly in the northeastern part of the county. Areas are generally quite large, ranging up to 2,000 acres. Slopes are smooth and range from 0 to 2 percent.

2.2 Habitats

Wetland Habitat

Wetlands were determined in accordance with Florida Administrative Code (FAC) Chapter 62-340. Three state jurisdictional wetlands occur on the Sawgrass Villas project site (Figure 4). Mr. Scott McNabb of the South Florida Water Management District (SFWMD) signed an informal jurisdiction on 1 June 1999 depicting wetland locations. Coordination with the U.S. Army Corps of Engineers is in progress to determine if the on-site wetlands are federal jurisdictional according to the recent Supreme Court ruling of the *Solid Waste Agency of Northern Cook County vs. Corp of Engineers (SWANCC)* case. All agency correspondence will be submitted to Martin County personnel upon receipt to be included as part of this PAMP.

Vegetative communities occurring on the Sawgrass Villas project site were determined using the *Florida Land Use Cover and Classification System (FLUCCS), A Technical Report*. FLUCCS designations have been located on an aerial photograph and approximate locations mapped (Figure 5). The following provides a brief description of onsite wetland community types.

640 – Herbaceous Wetland (+/-4.54 acres)

Vegetative species in these herbaceous wetlands include swamp fern (*Blechnum serrulatum*), drumhead (*Polygala lutea*), maidencane (*Panicum hemitomon*), cabbage palm (*Sabal palmetto*), clustered beakrush (*Rhynchospora cephalantha*), dog fennel (*Eupatorium capillifolium*), wax myrtle (*Myrica cerifera*), foxtail (*Setaria geniculata*), smartweed (*Polygonum densiflorum*), blue maidencane (*Amphicarpum muhlenbergianum*), swamp bay (*Pursea borbonia*), cinnamon fern (*Osmunda cinnamomea*), royal fern (*Osmunda regalis*), marsh fleabane (*Pluchea odorata*), corkwood (*Stillingia aquatica*), Carolina willow (*Salix caroliniana*), dahoon holly (*Ilex cassine*), Brazilian pepper (*Schinus terribinthifolius*), primrose willow (*Ludwigia peruviana*), climbing fern (*Lygodium spp.*), melaleuca (*Melaleuca quinquenervia*), guava (*Psidium cattleianum*), and torpedo grass (*Panicum repens*).

Upland Habitat

The following provides a brief description of upland community types identified within the project boundaries utilizing FLUCCS designations. Please refer to Figure 5 for community locations depicted on an aerial photograph.

411 – Pine Flatwoods (+/- 9.72 acres)

The on-site pine flatwoods community is dominated by Slash Pine (*Pinus elliottii*) and saw palmetto (*Serenoa repens*). Other vegetation associated

with this community includes gallberry (*Ilex glabra*), rusty lyonia (*Lyonia ferruginea*), blueberry (*Vaccinium myrsinites*), pawpaw (*Asimina reticulata*), runner oak (*Quercus minima*), pennyroyal (*Piloblephis rigida*), wiregrass (*Aristida stricta*), wax myrtle (*Myrica cerifera*), love grass (*Eragrotis elliottii*), sand live oak (*Quercus geminata*), fetterbush (*Lyonia fruticosa*), cabbage palm (*Sabal palmetto*), laurel oak (*Quercus laurifolia*), and carphophorus (*Carphephorus corymbosa*). This community has some infestation of exotic/nuisance species including Brazilian pepper, guava, climbing fern, and melaleuca.

424 - Brazilian Pepper (+/-0.48 acres)

This community is infested by the invasive exotic Brazilian pepper. Other vegetation includes climbing fern, guava, and cabbage palm.

425 - Melaleuca (+/-0.26 acres)

This monoculture consists of the invasive exotic melaleuca.

2.3 Listed Species Survey

A Listed Species survey in accordance to Florida Fish and Wildlife Conservation Commission Guidelines (FWC) was conducted on the project site on 3 and 16 September 2002. The presence of scat, burrows, tracks, nests, etc. were noted during pedestrian transects and visual inspection of the entire site. Locations of listed species were identified, flagged, and mapped on an aerial photograph (Figure 6).

The only protected species observed during this protected species survey was the gopher tortoise (*Gopherus polyphemus*). Ten (10) active and inactive gopher tortoise burrows were located on-site. The estimated gopher tortoise population for the Sawgrass Villas project site is six (6). This estimate was determined by applying the FWC approved correction factor of multiplying the number of active and inactive burrows located on-site by 0.614. Please refer to Appendix A for agency correspondence.

2.4 Location Map

Please refer to Figure 1 for Location Map.

2.5 Previous Impacts

Please refer to FLUCCS map for exotic vegetation infestation locations. On-site wetlands have been impacted by exotic vegetation (i.e. melaleuca) and off road recreational vehicles.

2.6 Agency Correspondence

Please refer to Appendix A for State and Federal Agency Correspondence. All letters will be forwarded to appropriate Martin County personnel as "no objection" letters are received.

3.0 IDENTIFICATION OF PRESERVE AREAS

3.1 Site Plan - For the purposes of this PAMP, Preserve Areas shall be defined as Preserve Areas and shown on the site plan for the Sawgrass Villas Project Site, a reduced copy of which is attached hereto and made a part hereof as Exhibit "1." The Site Plan shall include the acreage of the entire project site and the acreage of each Preserve Area.

3.2 Legal Recording - The final site plan for Sawgrass Villas, including construction plans, are to be labeled with the O.R. Book and Page Number where the Preserve Area Management Plan is recorded. All Preserve Areas are to be labeled:

"PRESERVE AREA - NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY ENVIRONMENTAL PLANNING ADMINISTRATOR."

4.0 SURVEY REQUIREMENTS

All Preserve Areas shall be surveyed and staked based on the approved site plan for Sawgrass Villas, a reduced copy of which is attached hereto and made a part hereof as Exhibit "1". No plant material shall be removed from the Preserve Areas to facilitate surveying, fencing or soil boring sampling without prior permission from the Martin County Environmental Planning Administrator.

4.1 Barricading Requirements - Prior to clearing, the developer shall ensure that all Preserve Areas and wetlands are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades shall be inspected by County staff prior to work approval. Removal of the barricade materials must be done upon issuance of the final certificate of occupancy with authorization from appropriate County staff.

- a) Barricades (not including turbidity screens) must be high visibility orange safety fence with a final height of at least 4 feet above the ground. Barricades shall not be attached to vegetation.
- b) All barricades and turbidity screens must be upright and maintained intact for the duration of construction.

- c) Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades must be offset at least 10 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.
- d) All native vegetation not slated for removal as part of the development plans shall be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.
- e) Cut or fill must meet existing grade without encroaching into Preserve Areas.
- f) Wetlands shall be protected from possible surface water runoff by the placement of silt screens, hay bales or other turbidity control measures, at or beyond the delineation line prior to construction.

CONTRACTORS PLEASE NOTE: *Failure to comply with these guidelines will be considered a violation of the site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant or developer may be brought before the Code Enforcement Board.*

4.2 Boundary Markers - Preserve Areas shall be posted with permanent signs (boundary markers) approved by the Martin County Environmental Planning Administrator to indicate that a Preserve Area exists within the posted area. Boundary marker signs will be required to be in place prior to issuance of a building permit for construction on the lot.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed In Preserve Areas

Passive uses, such as nature trails, bird-watching, picnicing, hiking and other non-destructive uses of natural areas, which do not affect the hydrology or vegetative cover of a Preserve Area will be permitted in Preserve Areas.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including recreational vehicle and off-road vehicle use; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and

preservation.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within 25 feet of any Preserve Areas and shall be removed upon completion of construction work.

Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet from the preserve area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management should not alter the hydrology of adjacent preserve areas. Nor should any activities increase non-point source pollution in the preserve.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

The applicant proposes to enhance the hydrology and vegetation of two on-site low quality wetlands. Hydrology will be enhanced by excavating exotic infested wetlands to a topography more appropriate for supporting wetland vegetation. Wetlands will be replanted with native hydrophilic vegetation approved by county staff. A restoration plan will be submitted to Martin County for approval prior to project construction.

Except for approved restoration and maintenance activities, Preserve Areas shall be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for *Sawgrass Villas*. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by the Martin County Environmental Planning Administrator. The following activities may be allowed within the Preserve Areas with prior written approval from the Administrator: exotic plant removal, revegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

6.1 Exotic Plant Removal - Exotic plants are non-native plant species designated as exotics by Martin County. Exotic plants shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, chain saws and treatment with an appropriate herbicide. Exotic vegetation in wetland Preserve Areas shall be treated with an appropriate herbicide. No debris, such as plant clippings or wood scraps, shall be allowed in Preserve Areas.

6.2 Revegetation - Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be submitted to the Martin County Environmental Planning Administrator for approval prior to implementation.

6.3 Vegetation Removal - Dead or diseased plant material may be removed only upon a written finding by Martin County Environmental Planning Administrator that the material creates a safety hazard to buildings within the fall zone of the material or the material does not add to the continued health of the Preserve Area. Revegetation may be required for any removed plant material.

6.4 Prescribed Burns - Martin County considers prescribed burns an acceptable management tool. When approved by the Martin County Environmental Planning Administrator, they will be conducted by a certified burn manager who is responsible for obtaining all appropriate permits from State and local agencies.

6.5 Hydrology - Previous or potential drainage impacts, to the extent technically feasible, will be corrected. Water quality and the rate, timing, and volume of run-off should recreate natural conditions for the benefit of onsite wetlands and other waterbodies. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts also.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

A listed species survey has been conducted on the Sawgrass Villas Project Site. The only listed species observed onsite was the gopher tortoise (Figure 6). The applicant will obtain all necessary FWC gopher tortoise and endemic species relocation permits prior to project construction.

7.1 Gopher Tortoises - Gopher tortoises are protected as a Species of Special Concern. Under Florida law, no person may take, possess, transport or sell a species of special concern. No land clearing or construction shall occur until all tortoises, which will be impacted, are relocated to upland preservation easements or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set fourth below. Tortoise burrows may either be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit.

During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operation can resume.

7.2 Endemic Species - All gopher tortoise relocation efforts include trapping for endangered endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corias couperi*).

7.3 Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by an environmental professional licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

Upon request, Martin County Environmental Planning staff may meet with the responsible parties to review the annual monitoring report findings and supply technical assistance and support for stewardship.

9.0 TRANSFER OF RESPONSIBILITIES

The developer will be responsible for all requirements of the Preserve Area Management Plan until such time as the developer transfers responsibility to a successor. The developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots. At such time as the developer is ready to transfer control of the *Sawgrass Villas Project Site* to the property owners, whether the developer retains ownership of the lots in the project or not, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this Plan.

After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

The developer and/or successor will maintaining the Preserve Areas in their existing natural condition with the periodic removal of invading exotic plant species.

10.0 ANNUAL REPORTS

10.1 Annual Monitoring and Reporting - Annual monitoring and reporting will be conducted by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual Monitoring Reports will be submitted by the environmental professional to the Martin County Environmental Planning Administrator. Annual monitoring will be conducted at the end of the wet season (usually by November 30) and a report of the monitoring submitted within 30 days of the completion of the monitoring.

Annual Monitoring Reports will document vegetational changes including encroachment and/or over growth of noxious and exotic vegetation.

Fixed-point panoramic photos of all Preserve Areas will be included in each report. The reports will include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A timetable for action within 90 days of the report will be prepared and followed.

The Annual Monitoring Report will list any violation of the Preserve Area Management Plan and make recommendations and develop a schedule for remedial action along with any enhancement activities proposed for the coming year. Appropriate actions, including potential fines may result from failure to report violations.

If the project is regulated under the provisions of a wetland monitoring program required by SFWMD, then the County provisions for wetland monitoring will be met if the SFWMD requirements are met. However, the provisions for upland monitoring must comply with the provisions set forth in this PAMP. The Environmental Planning Division of the Martin County Growth Management Department will receive a copy of the wetlands monitoring report sent to SFWMD.

After the initial five-year monitoring period, the Preserve Areas may be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity,

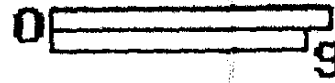
consistent with the provisions of this Plan.

10.2 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, and upon proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

11.0 ENFORCEMENT

Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

Sw 32nd Ter



Sw 34th St



site

714

32nd Ter

Sw 35th St

Sw Mapp Rd

Sw 38th

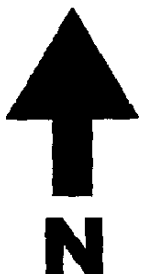
Sw 39th

Sw Tiburon

Thistlewood Ln

Sw Briarbrook Trl

uest.com, Inc.; © 2002 GDT, Inc.



**SAWGRASS VILLAS
LOCATION MAP
FIGURE 1**

SCALE: 1"=200'



**SAWGRASS VILLAS
2000 AERIAL PHOTOGRAPH
FIGURE 2**

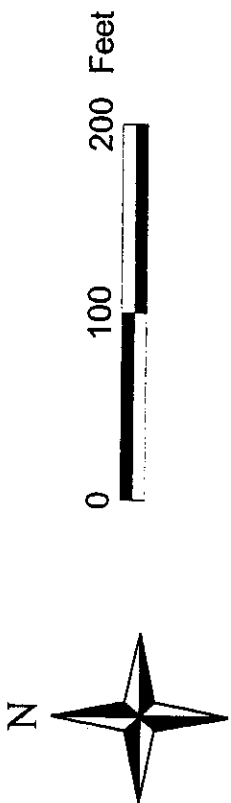
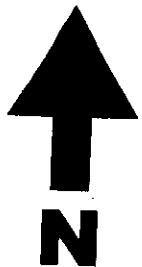


FIGURE 3: SAWGRASS VILLAS SOILS MAP

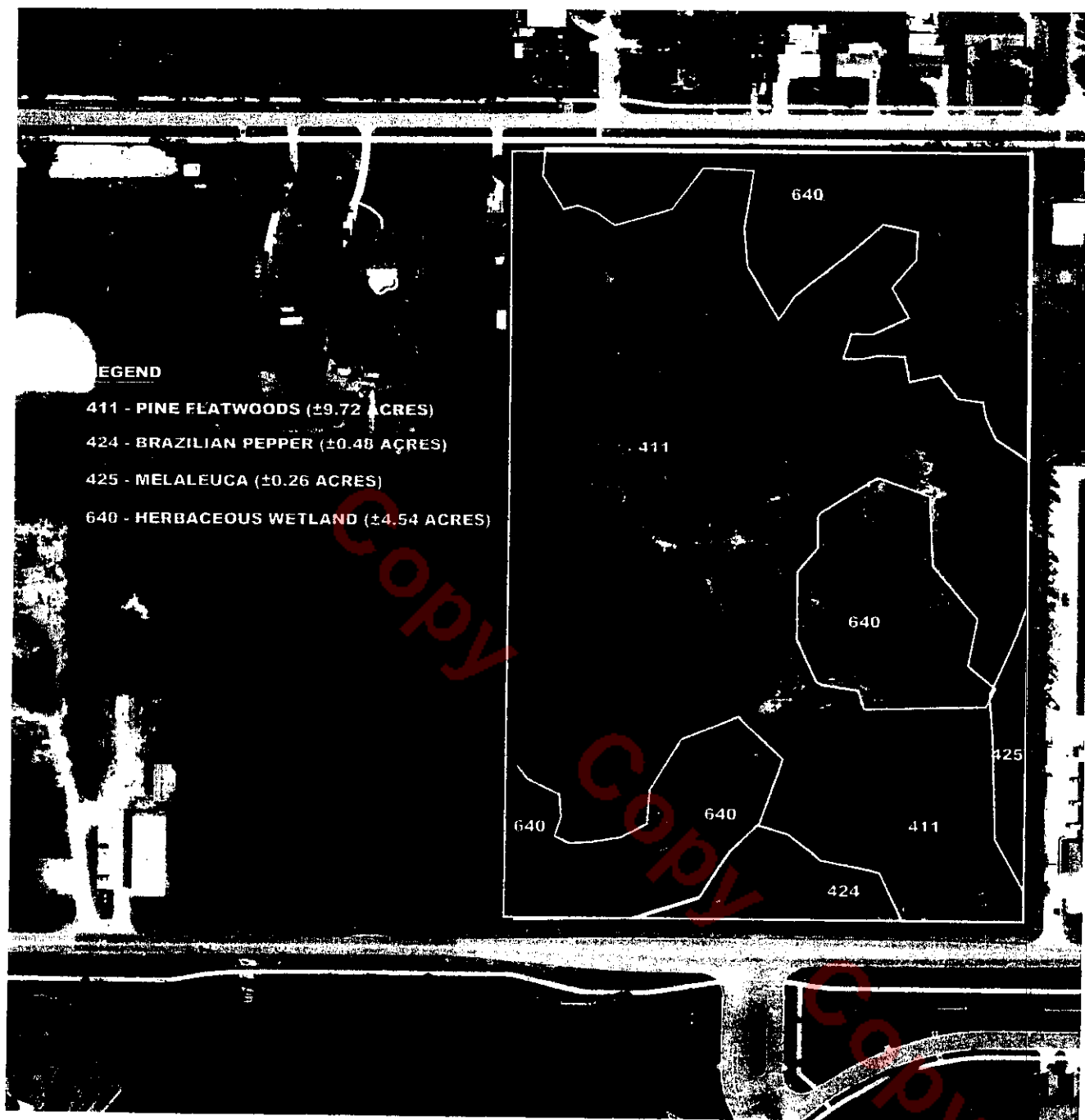
SCALE: 1"=200'



**SAWGRASS VILLAS
APPROXIMATE WETLAND LOCATION*
FIGURE 4**

***NOTE: WETLAND LINES ARE APPROXIMATE.
SFWMJ JURISDICTIONS ARE NONBINDING AND MAY BE MODIFIED.**

SCALE: 1"=200'



**SAWGRASS VILLAS
FLUCCS MAP
FIGURE 5**

SCALE: 1"=200'



SAWGRASS VILLAS
GOPHER TORTOISE BURROW LOCATIONS
FIGURE 6

EXHIBIT 1

SITE PLAN



DATE: _____
 COUNTY OF: _____
 VENDOR OF: _____
 COUNTRY OF: _____
 PROJECT NO.: _____
 NAME: _____
 PHONE NO.: _____
 FAX NO.: _____

**SAWGRASS VILLAS
ENVIRONMENTAL ASSESSMENT**

**APPENDIX A
AGENCY COORDINATION**

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Office of International Relations
Division of Elections
Division of Corporations
Division of Cultural Affairs
Division of Historical Resources
Division of Library and Information Services
Division of Licensing
Division of Administrative Services



MEMBER OF THE FLORIDA CABINET
State Board of Education
Trustees of the Internal Improvement Trust Fund
Administration Commission
Florida Land and Water Adjudicatory Commission
Siting Board
Division of Bond Finance
Department of Revenue
Department of Law Enforcement
Department of Highway Safety and Motor Vehicles
Department of Veterans' Affairs

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State
DIVISION OF HISTORICAL RESOURCES

October 21, 2002

Ms. Charlea Manson
Environmental Specialist
1446 SW Vizcaya Circle
Palm City, FL 34990
FAX#: 000-000-0000

Dear Ms. Manson:

In response to your inquiry of October 18, 2002, the Florida Master Site File lists no archaeological sites, and two historic structures in the following parcels:

T38S, R41E, Section 18

Interpreting the results of our search, please remember the following points:

- Areas which have not been completely surveyed, such as yours, may contain unrecorded archaeological sites or historical structures.
- While many of our records relate to historically significant properties, the entry of an archaeological site or an historical structure on the Florida Master Site File does not necessarily mean that the structure is significant.
- Since vandalism is common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- As you may know, federal and state laws require formal environmental review for some projects. Record searches by the staff of the Florida Master Site File do not constitute such a review. If your project falls under these laws, you should contact the Compliance Review Section of the Bureau of Historic Preservation at 850-245-6333 or at this address.

If you have any further questions concerning the Florida Master Site File, please contact us as below.

Sincerely,

Ryan Spinella
Data Analyst, Florida Master Site File
Division of Historical Resources
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Phone 850-245-6440, Fax: 850-245-6439
State SunCom: 205-6440
Email: fmsfile@mail.dos.state.fl.us
Web: <http://www.dos.state.fl.us/dhr/msf/>

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

☐ Director's Office
(850) 245-6300 • FAX: 245-6435

☐ Archaeological Research
(850) 245-6444 • FAX: 245-6436

☐ Historic Preservation
(850) 245-6333 • FAX: 245-6437

☐ Historical Museums
(850) 245-6400 • FAX: 245-6433

☐ Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

☐ St. Augustine Regional Office
(904) 825-5045 • FAX: 825-5044

☐ Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

OR BK 01995 PG 2151

SITEID	FORMNO	T-R-S	CR	SITENAME	NRLIST SURVEY	LOCATION	OTHER
1T00467	199505	38S/41E/18	SS	1100 SW 31ST STREET	4106	1100 SW 31ST ST, JUPITER	Uses: RESI, RESI Built: C1939
1T00550	199701	38S/40E/13	SS	2419 SW SUNSET TRAIL	4818	2419 SW SUNSET TRAIL LN, PALM	Uses: RESI, RESI Built: C1935

site(s) evaluated: 2 form(s) evaluated.
Print date: 10/21/2002 12:51:09 PM

OR BK 01995 PG 2152

PG 2152

Copy Copy Copy

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



DAVID K. MEEHAN
St. Petersburg

H.A. "HERKY" HUFFMAN
Deltona

JOHN D. ROOD
Jacksonville

QUINTON L. HEDGEPEETH, DDS
Miami

EDWIN P. ROBERTS, DC
Pensacola

RODNEY BARRETO
Miami

SANDRA T. KAUPÉ
Palm Beach

OFFICE OF THE EXECUTIVE DIRECTOR
KEN HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

SOUTH REGION
MARK ROBSON, Regional Director
(361) 625-5122 fax (361) 625-5129

November 4, 2002

Charlea Manson
Environmental Specialist
1446 SW Vizcaya Circle
Palm City, Florida 34990


Dear Mr. Manson:

This responds to your September 26th inquiry regarding the potential occurrence of listed species at or near the Sawgrass Villas Project Site in Palm City, Martin County. As for wildlife species over which this agency has jurisdiction, our database did not find records of any listed species.

Please note, however, that our database is not necessarily inclusive of all listed species that may occur in a given area. The gopher tortoise is a notable species relative to your area. For various reasons, occurrence records for some species are not necessarily entered into our database on a site-specific basis. Only through systematic field surveys could such data be factored in with respect to your specific request.

Thank you for consulting us on this matter. As for occurrence records of listed plants and plant communities of concern, the appropriate contact would be the Florida Natural Areas Inventory, 1018 Thomasville Road, Suite 200C, Tallahassee, FL 32303, (850) 224-8207.

Sincerely,


Kristen Nelson
Wildlife Biologist

WLD 4-2-5
cc: Tom Logan

c:\document\techart\2002\CM01

Eagle Nest Locations

Eagle Population

Eagle Nest Locator

Florida supports the largest number of breeding bald eagles (*Haliaeetus leucocephalus*) of any southeastern state. Approximately 70% of the occupied nesting territories in the Southeast are in Florida. As development of Florida's coastal and freshwater riparian environments increases, the direct and indirect effects of pollution, habitat disturbance, and habitat loss on nesting bald eagles will accelerate. Bald eagles will be among the first species to respond to these impacts.

Known eagle nesting territories within the state were surveyed by the Florida Fish and Wildlife Conservation Commission (FWC) during the 2001 nesting season with fixed-wing or rotary-wing aircraft beginning in late November 2000 and extending through mid-April 2001. Nest locations were determined with the use of aircraft-based Global Positioning System (GPS) units. Accuracy of locations is estimated to be within 0.1 miles of the true location. Locations are given in longitude and latitude to hundredths of a minute. The Township, Range, and Section of each nest location also provided. Township, Range, and Section were determined from the Public Land Survey System grid that includes Land Grant parcels. Yearly nest activity status is listed for the 1997 through 2001 nesting seasons. "Y" denotes an active nest, "N" denotes an inactive nest, and "-" denotes an unobserved nest or a nest whose activity status is unknown.

Nest data can be searched for by _____, by _____, by _____, or by _____. Instructions for using the search engines are listed above each corresponding search.

This database contains records for all known and verified bald eagle nests in the state of Florida that were surveyed by the FWC during the period 1997-2001. Nests discovered more recently than this are not yet included in the database. Each year, a number of new nest sites are found. For this reason, users of this database are cautioned that the absence of an eagle nest record for a given property does not necessarily mean nesting eagles are not present. This nest locator service is not meant to replace a specific on-the-ground survey. Approximately 75% of the bald eagle nests in Florida are located on private land. Providing these locations does not confer any permission by FWC to access private property.

Please select appropriate fields and search criteria from the drop-down lists provided, enter desired values for the selected fields, and click on the "Submit" button to perform the search. Found nests will be uniquely identified by a two-letter county abbreviation and sequential nest number (e.g. nest #1 in Alachua county will be identified as AL001).

Florida counties in which eagle nests are located have names consisting of either one or two words. Counties with two-word names include De Soto, Indian River, Palm Beach, St. Johns, St. Lucie, and Santa Rosa. To search for nests located in a particular county (e.g. De Soto), make the following selections:

Criteria #1: County **Is Equal To** De Soto

Nest locations are also specified by Township, Range, and Section. Possible values for Township will

always consist of a 2-digit number and either the letter "N" or the letter "S" (e.g. 02N or 27S). Possible values for Range will always consist of a 2-digit number and either the letter "E" or the letter "W" (e.g. 05E or 18W). Possible values for Section will always consist of a number with at least 2 digits (e.g. 03, 36, or 107). To search for nests located in a specific Township, Range, and Section (e.g. 26S 29E 02), make the following selections:

Criteria #1: Township **Is Equal To** 26S
AND
Criteria #2: Range **Is Equal To** 29E
AND
Criteria #3: Section **Is Equal To** 02

Criteria

☐ OR ☒ AND

Criteria

☐ OR ☒ AND

Criteria

☐ OR ☒ AND

Criteria

Please specify the location of a point of interest and a distance from this point. After clicking on the "Submit" button, the search will find all nests located within the specified number of miles from the point. Additional data returned by this search include the distance in miles from the point of interest to the found nest and the bearing and direction of the nest relative to the point. The longitude and latitude of the point of interest must be specified in degrees and minutes; the distance is specified in miles. For example, to search for all eagle nests located within 30 miles of the town of Perry FL, enter a latitude of 30 degrees, 7.90 minutes and a longitude of 83 degrees, 34.68 minutes, and a distance of 30 miles. Latitude/longitude coordinates for a point of interest can be determined using a variety of sources, including the Florida Atlas & Gazetteer, paper or electronic United States Geological Survey (USGS) topographic maps such as those available at www.fws.gov, or a GPS unit.

	Degrees	Minutes
Latitude	<input type="text"/>	<input type="text"/>
Longitude	<input type="text"/>	<input type="text"/>
Distance	<input type="text"/>	

Clicking on the **MAP** button near the end of a nest row links to a website that displays the nest location on an interactive road map. You can zoom and shift the view area of the map and control the level of detail displayed. You can return to the list of found nests by using the "Back" browser button.

Clicking on the **TOPO** button at the end of a nest row links to a website that displays the nest location on a printable portion of a USGS 1:100,000 scale topographic map. The name of the USGS 1:24,000 scale quad map on which the nest is located is displayed above the map, and additional USGS quad map information can be accessed by clicking on the "Quad Info" link. When the "printer dialog" box displays, you can choose to print the map immediately or cancel the printer dialog in order to view the map first. You can return to the list of found nests by using the "Back" button on your browser.

The nest location map accessed by the **TOPO** or **MAP** buttons is not an adequate substitute for careful plotting of FWC eagle nest location coordinates on an accurate small-scale topographic paper map or Geographic Information System (GIS) electronic map. This feature is provided only to allow the user to view the general location of a nest and to confirm that an appropriate area of interest was targeted by the user's search. Careful plotting of a nest location on an accurate map is not an adequate substitute for a specific on-the-ground survey of the nest site.

Township = '38S' AND Range = '41E' AND Section = '18'

0 record(s) were found.

Goto Page:

							Active					Maps	
County	NestID	Longitude	Latitude	Township	Range	Section	97	98	99	00	01	Road	Topo

Goto Page:

This site is compiled and maintained by Wildlife Technology Services in the Division of Wildlife for the Florida Fish and Wildlife Conservation Commission and was last modified: Wednesday August 07, 2002.


SFWMD

Reviewer: [Signature]

Date: 6/1/99 S 1 T 38 R 41

County: Martin

/// = wetland or other surface waters

	MARTIN COUNTY FLORIDA					
	SCALE	1" = 200'		SECTION 18	TOWNSHIP 38S	RANGE 41E
	PHOTO DATE	12/09/96				
	PHOTO JOB#	0724				



Charlea Manson

Environmental Specialist

1446 SW Vizcaya Circle
Palm City, Florida 34990

26 September 2002

Mrs. Tori Agramonte
U.S. Army Corps of Engineers
218 Atlanta Avenue
Stuart, Florida 34994

Re: Sawgrass Villas Project Site; +/- 15.0 Acre Site located north of C.R. 714, south of 34th Street, and west of Mapp Road, Palm City, Martin County, Florida, in Section 18, Township 38S, and Range 41E.

Dear Mrs. Agramonte,

A wetland delineation was conducted on the above referenced site. It is my opinion that the on-site isolated wetlands are not COE jurisdictional due to the recent U.S. Supreme Court Decision dated 9 January 2001 (*Solid Waste Agency of Northern Cook County vs. United States Army Corps of Engineers, et. al.*). I have attached a Location Map, Soils Map and a 1/2 mile radius aerial photograph depicting the project boundaries for your review and files.

I respectfully request that you contact me at your earliest convenience to schedule a field review of the referenced project site for concurrence. Thank you for your cooperation concerning this matter. Should you require additional information, please do not hesitate to contact me.

Sincerely,



Charlea Manson
Environmental Specialist

CM/cmt

Attachments

Charlea Manson

Environmental Specialist

1446 SW Vizcaya Circle
Palm City, Florida 34990

26 September 2002

Janet Snyder Matthews, Ph.D., Director
Division of Historical Resources
State Historic Preservation Offices
Florida Department of State
500 South Bronough Street
Tallahassee, Florida 32399-0250

Re: Sawgrass Villas Project Site; +/- 15.0 Acre Site located north of C.R. 714, south of 34th Street, and west of Mapp Road, Palm City, Martin County, Florida, in Section 18, Township 38S, and Range 41E.

Dear Dr. Matthews,

I am requesting any occurrences of archaeological or historic sites on the above referenced project site from your data bases. I have attached a location map and aerial photograph of the project site for your convenience.

Thank you for your cooperation concerning this matter. Should you require additional information, please do not hesitate to contact me.

Sincerely,



Charlea Manson
Environmental Specialist

CM/cmt

Attachment

Charlea Manson

Environmental Specialist

1446 SW Vizcaya Circle
Palm City, Florida 34990

26 September 2002

Ricardo Zambrano, Wildlife Biologist
Florida Fish and Wildlife Conservation Commission
Everglades Region
8535 Northlake Blvd.
West Palm Beach, FL 33412

Re: Sawgrass Villas Project Site; +/- 15.0 Acre Site located north of C.R. 714, south of 34th Street, and west of Mapp Road, Palm City, Martin County, Florida, in Section 18, Township 38S, and Range 41E.

Dear Mr. Zambrano,

In regard to the above referenced project site, I have been retained to conduct an endangered species survey. Please review your files for records of any listed species that may occur on this site. The protected species survey will be conducted according to Florida Fish and Wildlife Conservation Commission (FFWCC) guidelines. I have attached a location map of the project site for your convenience.

Your prompt attention and cooperation regarding this matter are appreciated. Please feel free to contact me if you have any questions or require additional information concerning this matter.

Sincerely,



Charlea Manson
Environmental Specialist

CM/cmt

Attachment

Charlea Manson

Environmental Specialist

1446 SW Vizcaya Circle
Palm City, Florida 34990

26 September 2002

Florida Natural Areas Inventory
1018 Thomasville Road, Suite 200-C
Tallahassee, Florida 32303-6374

Re: Sawgrass Villas Project Site; +/- 15.0 Acre Site located north of C.R. 714, south of 34th Street, and west of Mapp Road, Palm City, Martin County, Florida, in Section 18, Township 38S, and Range 41E.

Dear Sirs,

I am requesting a formal determination of the occurrence of listed species on the above referenced project site. I have attached a location map of the project site for your convenience.

Your prompt attention and cooperation regarding this matter are appreciated. Please feel free to contact me if you have any questions.

Sincerely,



Charlea Manson
Environmental Specialist

CM/cmt

Attachment

Charlea Manson

Environmental Specialist

1446 SW Vizcaya Circle
Palm City, Florida 34990

26 September 2002

Mr. Chuck Kelso
U.S. Fish and Wildlife Services
1339 20th Street
Vero Beach, Florida 32960

Re: Sawgrass Villas Project Site; +/- 15.0 Acre Site located north of C.R. 714, south of 34th Street, and west of Mapp Road, Palm City, Martin County, Florida, in Section 18, Township 38S, and Range 41E.

Dear Mr. Kelso,

In regard to the above referenced project site, I have been retained to conduct an endangered species survey. Please review your files for records of any listed species that may occur on this site. The protected species survey will be conducted according to Florida Fish and Wildlife Conservation Commission (FWWCC) guidelines. I have attached a location map of the project site for your convenience.

Your prompt attention and cooperation regarding this matter are appreciated. Please feel free to contact me if you have any questions or require additional information concerning this matter.

Sincerely,



Charlea Manson
Environmental Specialist

CM/cmt

Attachment



OR BK 01995 PG 2163
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 43-01479-P
DATE ISSUED: September 17, 2003

Form #0941
08/95

PERMITTEE: GENE J ZORATTI AS TRUSTEE
PO BOX 1848
STUART, FL 34995

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve a 15.13 acre residential project known as Sawgrass Villas.

PROJECT LOCATION: MARTIN COUNTY, SEC 18 TWP 38S RGE 41E

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. 030403-7, dated April 3, 2003. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

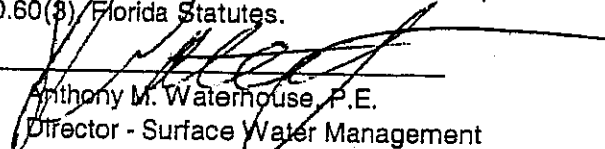
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

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 7).
3. the attached 21 Special Conditions (See Pages : 5 - 7 of 7) and
4. the attached 7 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 17th day of September, 2003, in accordance with Section 120.60(3) Florida Statutes.

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

Certified mail number 7003 1010 0004 2586 5642

Page 1 of 7

EXHIBIT "D"

to

DECLARATION OF CONDOMINIUM
(Exhibit D is a composite exhibit with internal
exhibits numbered 1 through 7)

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the 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 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings 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 surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit 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 the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and

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.

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SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on September 17, 2008.
2. Operation of the surface water management system shall be the responsibility of SAWGRASS VILLAS POA. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

Structure: CS-2

1-3" dia. CIRCULAR ORIFICE with invert at elev. 12.5' NGVD.

Receiving body : On-site Wetland

Control elev : 11.25 feet NGVD.

Structure: CS-3

1-3" dia. CIRCULAR ORIFICE with invert at elev. 11.25' NGVD.

Receiving body : On-site Wetland

Control elev : 11.25 feet NGVD.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. Minimum building floor elevation: BASIN: Developed Area - 16.75 feet NGVD.
12. Minimum road crown elevation: Basin: Developed Area - 14.60 feet NGVD.

SPECIAL CONDITIONS

13. Prior to the commencement of construction resulting in wetland impacts and in accordance with the work schedule in Exhibit No. 6, the permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers. The data should also be supplied in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the service area office where the application was submitted.

The recorded easement shall be in substantial conformance with Exhibit 5. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

14. A monitoring program shall be implemented in accordance with Exhibit No. 4. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff.
15. A maintenance program shall be implemented in accordance with Exhibit No. 3 for the preserved wetlands and upland buffer areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation area is maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
16. Silt fencing shall be installed at the limits of construction to protect all of the preserve areas from silt and sediment deposition during the construction of the project. A floating turbidity barrier shall be installed during the construction of the final discharge structure into the adjacent canal/water body. The silt fencing and the turbidity barrier shall be installed in accordance with "Florida Land Development Manual" Chapter 6 "Stormwater and Erosion and Sediment Control Best Management Practices for Developing Areas" and Exhibits No. 2A to 2G. The sediment controls shall be installed prior to the commencement of any clearing or construction and the installation must be inspected by the District's Environmental Resource Compliance staff. The silt fencing and turbidity barriers shall remain in place and be maintained in good functional condition until all adjacent construction activities have been completed and all fill slopes have been stabilized. Upon completion of the project and the stabilization of the fill, the permittee shall contact the District's Environmental Resource Compliance staff to inspect the site and approve the removal of the silt fencing and turbidity barriers.
17. 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.
18. A wetland preserve area management program for Sawgrass Villas shall be implemented in accordance with Exhibit No. 3. The permittee shall preserve a total of 4.59 acres of wetland areas and 3.82 acres of native upland buffer areas.
19. Endangered species, threatened species and/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 Fish and Wildlife Conservation Commission and/or the U.S. Fish and Wildlife Service for appropriate guidance, recommendations and/or necessary permits to avoid impacts to listed species.
20. The Sawgrass Villas Homeowner's Association or its successor(s) will be responsible for the perpetual

SPECIAL CONDITIONS

maintenance of the wetland mitigation areas.

21. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 6. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.

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ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

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 40-E-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.

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-1.611, 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 the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of 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 by

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

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, 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 the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. 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 the circuit court where the real property is located within 1 year of the SFWMD 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 relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed 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. 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.

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 reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

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

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 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 Sections 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; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action 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 requisite time for compliance with that order.

Last Date For Agency Action: 19-SEP-2003

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Sawgrass Villas

Permit No.: 43-01479-P

Application No.: 030403-7

Associated File: 030403-8 WU

Application Type: Environmental Resource (New General Permit)

Location: Martin County, S18/T38S/R41E

Permittee : Gene J Zoratti As Trustee

Operating Entity : Sawgrass Villas Poa

Project Area: 15.13 acres

Project Land Use: Residential

Drainage Basin: TIDAL ST LUCIE

Receiving Body: On-site Wetland

Class: CLASS III

Special Drainage District: NA

Total Acres Wetland Onsite: 4.59

Total Acres Wetland Preserved Onsite: 4.59

Conservation Easement To District : Yes

Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve 15.13 acres of residential development. Staff recommends approval with conditions.

PROJECT EVALUATION:**PROJECT SITE DESCRIPTION**

The site is located north of Martin Highway (CR 714), south of Southwest 34th Street, west of Mapp Road in Palm City in central Martin County.

Presently, the proposed project site is undeveloped land and there are no permitted surface water management facilities within the project area. The site contains 3 wetlands, the northern project boundary consists of a wetland area which extends off-site, a second wetland is located in the southwest project corner and also extends off-site, and the third wetland is located in the central project site area. The wetland areas total 4.59 acres. The vegetative strata within the wetlands consist of native wetland plants typically associated with freshwater herbaceous systems. The ground cover contains a mix of native wetland dependent sedges and shrub-species all showing good health and little evidence of presence of exotic and/or nuisance plant species. The project site topography ranges from approximately elevation 9.0-feet to 14.5-feet with the higher elevations located near the project center with lower elevations generally located around the outer portions of the project site.

Surface water runoff generated on the project site would tend to flow overland to one of the three wetlands. The northern wetland (Wetland A) overflows into the Southwest 34th Street system which conveys runoff northward into a Martin County pond system west of Southwest 34th Street. The southern wetland (Wetland C) discharges to a culvert under CR 714 that discharges into the Whispering Sound project, which in turn discharges to the South Fork of the St. Lucie River. The central wetland (Wetland B) is contained on site.

PROPOSED PROJECT:

The proposed project consists of a surface water management system to serve 15.13 acres of multi-family residential development known as Sawgrass Villas. The proposed surface water management (SWM) system includes dry detention areas for water quality treatment and will use an on-site wetland for storm attenuation. Although Wetland C has a higher control elevation (12.5 ft. NGVD) than Wetland A (11.25 ft. NGVD) the project was analyzed as a single basin.

The applicant proposes to preserve all 4.59 acres of freshwater herbaceous wetlands and 3.82 acres of native uplands that surround the wetlands onsite. The applicant proposes to implement wetland maintenance activities on all onsite wetlands to preserve the functions of this system in perpetuity. The wetland maintenance activities are described in more detail in the Wetlands section of this report and in the Preserve Area Management Plan, Exhibit 3 included by reference with relevant sections attached.

Surface water runoff generated on the project site will be directed via site grading and a network of inlets, culverts, and swales to one of two interconnected dry detention areas for water quality treatment.

The northern dry detention area is connected to the centrally located wetland (Wetland B) via structure CS-1 which consists of a 3-inch diameter bleeder with an invert elevation of 11.25-feet and a 9-inch wide weir with a crest elevation of 14.45-feet. Discharge from the northern dry detention and Wetland B are to Wetland A via control structure CS-3 which consists of a 3-inch diameter bleeder with an invert elevation of 11.25-feet. Wetland A overflows into the Southwest 34th Street system which conveys runoff northward into a Martin County pond system west of Southwest 34th Street.

Discharge from the southern dry detention area to Wetland C is through control structure CS-2 which consists of a 3-inch diameter bleeder with an invert elevation of 12.5-feet. Wetland C discharges to a culvert under CR 714 that discharges into the Whispering Sound project, which ultimately discharges to the South Fork of the St. Lucie River.

Please refer to Exhibits 2A to 2G for site plan and details information.

LAND USE

The land use breakdown for the proposed project is reflected in the table below.

Construction:

Basin : Developed Area

	This Phase	Total Basin	
Building Coverage	1.37	1.37	acres
Pavement	1.47	1.47	acres
Pervious	7.70	7.70	acres
Wetland	4.59	4.59	acres
Total:	15.13	15.13	

WATER QUANTITY**Discharge Rate :**

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

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 15.23 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Developed Area	.79	Pre Vs Post	.79	15.24

Finished Floors :

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

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 15.45 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Developed Area	16.29	16.75	N/A

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation and more than two feet above the control elevation of the project. While Wetland C has a higher control elevation than Wetland A, the project was analyzed as a single basin. The minimum road elevation is set 2.1 feet (14.6 ft. NGVD) above the higher control elevation (12.5 ft. NGVD) of Wetland C.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 14.57 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Developed Area	14.48	14.6

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Developed Area	15.13	11.25	11.25	Wet Season Water Table

Receiving Body :

Basin	Str.#	Receiving Body
Developed Area	CS-2	Wetland C
Developed Area	CS-3	Wetland A

Discharge 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	Invert Elev.
Developed Area	CS-2	1	Circular Orifice				3"		12.5
Developed Area	CS-3	1	Circular Orifice				3"		11.25

WATER QUALITY

The water quality treatment volume indicated in the table below represent a volume equal to 1-inch over the 5.59 acre developed portion of the overall 15.13 acre project site. Erosion and turbidity control measures will be installed at the landward edge of the buffer areas surrounding all wetlands prior to the commencement of construction. The applicant will provide erosion and turbidity control measures as shown on the construction plan, Exhibits 2A to 2G. No adverse water quality impacts are anticipated as a result of the proposed project.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd (ac-ft)
Developed Area	Treatment	Dry Detention	.35 acres .47 .47

WETLANDS:

The applicant proposes to preserve onsite all 4.59 acres of freshwater herbaceous wetlands. The proposed onsite wetland preservation will be achieved through the construction of a surface water management system capable of maintaining an adequate hydroperiod for the wetland areas and by executing a exotic and nuisance plant eradication program. The Preserve Area Management Plan (Exhibit 3), shows the proposed maintenance activities, work schedule and layout of the proposed preserves. The proposed work schedule for the maintenance sequence and submittal of the monitoring reports for the wetland preserves is reflected in Exhibit 6 and referenced in Special Condition 21 of this permit.

The onsite wetland preserve areas will be managed and preserve in perpetuity by the Sawgrass Villas Homeowner's Association, as required by Special Condition 20. As an assurance that it will be preserved in perpetuity, the applicant has provided a copy of the Management Plan for the proposed natural area, included as Exhibit 3. The wetland preserve areas shall be maintained in their natural condition as indicated by Special Condition 15 of this permit. To accomplish this, the applicant proposes to place the onsite mitigation areas under a conservation easement dedicated to the District. The draft conservation easement was provided by the applicant and is included as Exhibit 5. As indicated by Special Condition 13, the applicant is required to record a conservation easement in substantial conformance with Exhibit 5

within thirty (30) days after permit issuance and prior to the commencement of construction activities onsite.

The proposed maintenance activities consist of the eradication of exotic and nuisance plant species from the proposed preserve areas. In order to document the progress of the exotic and nuisance plant eradication program the applicant proposes to implement a monitoring plan for 5 years with annual reports submitted to the District's Environmental Resource Compliance Division. As indicated in Exhibit 4, the monitoring reports shall document the vegetative coverage at each photo station and collect panoramic photos of the sample areas. Also, the water level and/or soil saturation will be documented at each station along with any observed wildlife utilization.

No direct wetland impacts are proposed. Based upon the proposed project design, the discussion outlined above, and the wetland preservation plan, the District has determined that the project will not result in adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Wetland Inventory :

CONSTRUCTION MOD -Sawgrass Villas			ONSITE				
Pre-Development			Post-Development				
	Total Existing		Impacted	Undisturbed	Enhanced	Preserved	Restored/ Created
Fresh Water Herbaceous	4.59			4.59			
Upland	3.82			3.82			
Total:	8.41			8.41			

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. The proposed wetland preserves will consist of a total 4.59 acres of freshwater wetlands separated from the adjacent residential development by a total of 3.82 acres of natural upland buffer areas. This wetland preservation plan is designed to maintain and enhance the existing level of functions of these wetlands and it's surrounding uplands to wetland dependent wildlife species. Therefore, it is anticipated that the preserve areas will maintain foraging opportunities for wildlife species.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements as indicated by Special Condition 19 of this permit. 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.

LEGAL ISSUES:

The applicant has provided a copy of the Management Plan for the proposed natural area, included as Exhibit 3. A draft conservation easement was provided by the applicant and is included as Exhibit 5. As indicated by Special Condition 13, the applicant is required to record a conservation easement in substantial conformance with Exhibit 5 within thirty (30) days after permit issuance and prior to the

commencement of construction activities onsite.

The Sawgrass Villas Homeowner's Association will be responsible for the perpetual management and maintenance of the natural area as indicated in the provided Homeowner's Association Declaration of Covenants and Restrictions, referenced as Exhibit 7 in the permit file with page 1 attached for reference and as required by Special Condition 20 of this permit.

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:**

Water Use application number 030403-8 for consumptive irrigation water use is being processed concurrently for this project. The applicant has indicated that dewatering will not be required for the project. Based on the information provided on the Water Use application it is not anticipated that the proposed irrigation activities will result in adverse impacts to wetlands.

This environmental resource 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.

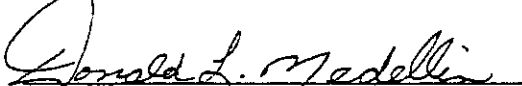
DCA/CZM Consistency Review:

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:

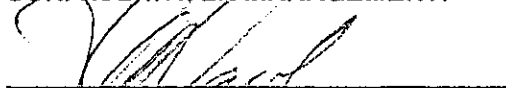
There has been no enforcement activity associated with this application.

STAFF REVIEW:**DIVISION APPROVAL:****NATURAL RESOURCE MANAGEMENT:**


Donald L. Medellin

DATE: 16 Sept 03

SURFACE WATER MANAGEMENT:


Hugo A. Carter, P.E.

DATE: 16 Sept 03