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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
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**STONEBRIDGE LAKES
HOMEOWNERS
ASSOCIATION, INC.**



This instrument prepared by and to be returned to:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive
Suite 930
Tampa, FL 33607

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STONEBRIDGE LAKES

THIS DECLARATION is made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Orange County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "Stonebridge Lakes" on the **Exhibit "A"**; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, STONEBRIDGE LAKES HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions,

charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Additional Properties" shall mean additional real property which is brought within the jurisdiction and control of the Association, which attached hereto as **Exhibit "D"** and made a part hereof.

Section 2. "Architectural Control Committee" shall mean a group of Board members appointed by the Board or a member of the Board to make recommendations to the Board regarding architectural and landscape review and control functions relating to Properties.

Section 3. "Articles" shall mean the Articles of Incorporation of the STONEBRIDGE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

Section 4. "Association" shall mean and refer to STONEBRIDGE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners, including without limitation such SWMS or portions thereof which are dedicated to the Association, attached hereto as **Exhibit "D"** and made a part hereof, including any and all amendments or modifications thereof.

Section 8. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, medians and shoulders of collector and arterial roadways, certain boundary walls and entrance signs, street lighting on collector and arterial roadways, and operation and maintenance of the surface water management

system (hereinafter referred to as "SWMS") described in the South Florida Water Management District (hereinafter referred to as "SFWMD") permit number(s) 48-00265-S (hereinafter the "SFWMD Permit") attached hereto as Exhibit "E" and made a part hereof, including any and all amendments or modifications thereof.

Section 9. "Declarant" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from PULTE HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by PULTE HOME CORPORATION as Declarant hereunder with regard thereto.

Section 10. "Dwelling" shall mean and refer to each and every single family residential Dwelling constructed on any Lot.

Section 11. "Community Association" shall mean THE PROMENADES PROPERTY OWNERS' ASSOCIATION, INC., a corporation not-for-profit, and its successors.

Section 12. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEBRIDGE LAKES and any amendments or modifications thereof hereafter made from time to time.

Section 13. "FHA" shall mean and refer to the Federal Housing Administration.

Section 14. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings.

Section 15. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 16. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 17. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 18. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 19. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 20. "Master Plan" shall mean and refer to the METROWEST MASTER COMMUNITY ASSOCIATION on file with the planning and zoning department of Orange County, and as the same may be amended or modified from time to time.

Section 21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

Section 22. "Parcel" shall mean and refer to any part of the Properties owned by Declarant which has not yet been, but is intended to be, platted as part of a residential subdivision.

Section 23. "Plat" shall mean and refer to the plat of STONEBRIDGE LAKES, recorded in Plat Book 54 at pages 131 through 139, inclusive, Public Records of Orange County, Florida.

Section 24. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A", and made subject to this Declaration.

Section 25. "SFWMD Permit". The Environmental Resource or Surface Water Management Permit (the "SFWMD Permit") is attached hereto as **Exhibit "E"**. Copies of the SFWMD Permit and any further actions of SFWMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

Section 26. "VA" shall mean and refer to the Veterans Administration.

Section 27. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural; and vice versa; the use of one gender includes all genders; and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the By-Laws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or Legal Holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday. Unless the context expressly requires otherwise, the term "Common Area", "Common Property", "Lot", and "Property" include any portion applicable to the context and include any and

all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any SWMS, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties and landscaped medians of publicly dedicated streets within the Properties; to maintain and repair the exterior surface of certain walls and fences bordering the Properties and bordering the publicly dedicated streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas, publicly dedicated streets within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration. The Association shall be responsible for assessing and collecting Common Expense assessments and special assessments, if applicable, for the operation, maintenance and replacement, if necessary, of any of the above.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Orange County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

Section 3. Boundary Walls. The Declarant may construct a border wall along all or part of some or all of the publicly dedicated arterial and collector streets within the

Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas or the Lots, or other land of Owners adjacent to such rights of way. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls.

Section 4. Easement for Maintenance. The Declarant hereby reserves to itself and grants to the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to publicly dedicated streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of Boundary Wall maintenance under this Declaration. The Declarant hereby also reserves to itself and grants to the Association, its agent and contractors a non-exclusive perpetual easement upon the Lots of all Owners to discharge the duties of lawn maintenance and landscaping under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

Section 5. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 6. Irrigation. The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Areas, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

ARTICLE III - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment

levied under this Declaration against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This Section, however, shall not apply to the Declarant.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 7. Title to Common Area. The Declarant shall convey to the Association title to any Common Area, including, but not limited to, title to any SWMS, subject to such easements, reservations, conditions and restrictions as may then be of record.

Section 8. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed

thereto, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 9. Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots subject to assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Owner of a Lot within the Properties who is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) Class B. The Class B member of the Association shall be the Declarant until such Class B membership is converted to Class A at Declarant's option or as hereinafter set forth. Class B Lots shall be all Lots owned by the Declarant which have not been converted to Class A as provided below. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earliest:

- (i) When 75% of the Lots are conveyed to Owners, other than Declarant; or
- (ii) On December 31, 2013; or
- (iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article IX hereof, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant (calculated as if all such Lots are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II hereof in the manner therein required. In addition, upon determination by the Board of Directors, the Association shall also be responsible for the lawn and landscaping maintenance, including but not limited to mowing, edging, weeding, trimming, pruning trees, cleaning of sidewalks, fertilizing, lawn pest control, irrigation timers, valves, and sprinklers on each Lot within the Properties. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Surface Water/Stormwater Management System.

(a) The Association shall operate, maintain and manage the SWMS in a manner consistent with the SFWMD Permit requirements and applicable rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the SWMS shall mean exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by SFWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by SFWMD

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the SWMS, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and the SFWMD.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, or the SFWMD to any drainage areas or the SWMS for maintenance or landscape purposes. The right of ingress and edges, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, the SFWMD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the SWMS. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the SWMS without the prior written consent of the Association, and the SFWMD.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the SWMS including, but not limited to, easements for maintenance or ingress and egress, shall be removed, if required by the Association or the SFWMD, the cost of which shall be paid for by such Owner as a special assessment.

(f) The SFWMD and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SWMS.

(g) No Owner of property within the Property may construct or maintain any building, Dwelling unit, or structure, or perform any activity in the wetlands, buffer

areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SFWMD.

(h) SFWMD has the right to take enforcement action, including civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problem with the SWMS or if applicable, in mitigation or conservation areas under the responsibility or control of the Association.

(i) If applicable, monitoring and management of the mitigation areas, described in the SFWMD permit, shall be the responsibility of the Association. Also, if applicable, the Association shall be responsible for successful completion of the mitigation in accordance with the success criteria described in the SFWMD Permit.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2) special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and

replacement of Boundary Walls required or permitted to be maintained by the Association; the maintenance of lawns and landscaping on each Lot within the Properties, if authorized to do so by the Board of Directors; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Maximum Annual Assessment for Common Expenses.

(a) Initial Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum monthly Common Expense assessment per Lot shall be One Hundred Forty-Two Dollars (\$142.00).

(b) Standard Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum monthly assessment for Common Expenses as stated above may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the Members.

(c) Special Increases. From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum monthly assessment for Common Expense may be increased above the increase permitted by subsection 3(b) above by a vote of two-thirds (2/3) of each Class of Voting Members at a meeting duly called for this purpose.

(d) Duty of Board to Fix Amount. The Board of Directors may fix the annual assessment for Common Expenses at an amount not in excess of the maximum annual assessment rate established in this Section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only in the amount of \$500.00 for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members' meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the

required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to any annual assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their Class A Lots. Such difference shall be called the "deficiency", and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract Seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI.

Section 14. Special Assessment for Maintenance Obligations of Owners. In the event an Owner obligated to maintain, replace or repair a Boundary Wall, or portion thereof, pursuant to this Declaration shall fail to do so, or should an Owner fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot, which assessment shall be secured by the lien set forth in Section 9 of this Article VI.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16. Capital Contribution. There shall be a capital contribution fee of Five Hundred Dollars (\$500.00), which fee shall be paid by each Owner at the time of closing and transfer of title on their Lot, to be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association.

ARTICLE VII - HUD AND VA APPROVAL; CONVEYANCES TO ASSOCIATION

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 555 Winderley Place, Suite 420, Maitland, FL

32751, a general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

Section 2. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;
- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

Section 3. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in Exhibit "A" attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

ARTICLE VIII - USE RESTRICTIONS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article.

Section 2. Structures. No structure shall be erected nearer than twenty (20) feet from a front Street Line or side Street Line. No Structure shall be erected nearer than five (5) feet from a Side Yard Line or nearer than twenty (20) feet from a Rear Yard Line. A swimming pool may not be located in the Front Yard of any Lot. The

terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Orange County Zoning Regulations in effect as of the date of the recording of this Declaration; provided, however, the term "Structure" shall not include a fence. Above ground swimming pools are prohibited.

Section 3. Dwelling. No Dwelling shall have a floor square foot area of less than twelve hundred (1,200) square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All Dwellings shall have at least a garage attached to and made part of the Dwelling. No Dwelling shall exceed two (2) stories nor thirty-five (35) feet in height. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that Lot areas designated on the Plat for drainage easement purposes need not be grassed. Each Dwelling shall have a shrubbery planting in front of the Dwelling.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Association, Declarant, and Orange County, as applicable, in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas), and Declarant and Orange County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section or as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas. Such easements, dedications and restrictions may not be removed by subsequent Owners unless the Grantee consents.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Orange County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement ten (10) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. It shall be the obligation of the Lot Owner whose Lot abuts such portion of the wall or fence to paint and otherwise maintain the interior surface of the wall or fence. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such Boundary Wall maintenance as it may be responsible for pursuant to this Declaration. The responsibility of a Lot Owner for maintenance, repair or painting of a wall or fence pursuant to this Article shall not be affected by the fact that the wall or fence is located partially on his Lot and partially on the abutting right-of-way, or Common Area, as the case may be. In such event, for the purpose of the Lot Owner's obligation hereunder, such wall or fence will be deemed located entirely within the Lot boundary. If an Owner shall fail to undertake any maintenance, repair, upkeep or painting pursuant to this Article VIII, then the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized, but shall not be obligated, to undertake such work at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such work is undertaken by the Association, the charge therefor shall be specially assessed against the Lot and secured by a lien thereon as provided by Section 14 of Article VI. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this

Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 5. Use of Accessory Structures. Other than the Dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 6. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2007, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of

Orange County, Florida. It is the express intention of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog must be on a leash when the dog is outside of the Owner's Lot.

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited"; provided, however, that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 4(c) of this Article. As to any fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of white PVC material and must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original Dwelling on the Lot as part of the Dwelling's elevation or design. Construction or planting of any fence, wall or hedge must be approved in accordance with Article IX of this Declaration.

Section 9. Vehicles. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, jet skis, campers, utility trailers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view. Garage doors must remain closed except when being entered or exited. Cars may be parked in the street between the hours of 6:00 a.m. and 1:00 a.m. only. Cars parked in the street after 1:00 a.m. are subject to towing.

Section 10. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly

concealed from public view. All garbage containers must be kept inside the garage or otherwise concealed behind a fence. Special enclosures must have Architectural Review Board approval prior to construction.

Section 11. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the Rear Dwelling Line and the Rear Yard Line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 12. Antennas and Satellite Dishes. No exterior radio, TV satellite dishes or other electronic antennas or aerals shall be allowed, unless installed in attics or garages and/or concealed from the public view.

Section 13. Basketball Hoops. No basketball hoops either permanent or portable are permitted on the Properties.

Section 14. Street Lighting. Street lighting will be pursuant to which street lighting service is to be provided and taxes or assessments therefor levied in accordance with applicable governmental ordinances, rules and regulations now or hereafter in effect.

Section 15. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If an Owner of a Lot fails, as determined by the Board in its sole discretion, to maintain their Lot as required herein, the Board, after giving such Owner at least ten (10) days' written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse Association for actual costs incurred therewith. In the event the Board of Directors authorizes the Association to perform lawn maintenance and landscaping, then such mowing, edging, weeding, trimming, pruning of trees, fertilizing, lawn pest control, irrigation timers, valves, and sprinklers on Lots shall be done by the Association.

Section 16. Signs. Except as otherwise provided in this Declaration, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than by Declarant, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Lot one (1), but only one (1), professionally made sign which shall not be larger than four (4) square feet and which shall contain no wording other than "For Sale", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent.

Notwithstanding anything to the contrary, Declarant, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Properties.

Section 17. Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree in the Properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- (a) With the express written consent of the Association.
- (b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.
- (c) Notwithstanding the foregoing limitation, an Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.
- (d) It is the express intention of this Section 17 that the trees existing on the Properties at the time of the recording of this Declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as much as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Section 18. Ponds, Creeks, Wetland Regulation. In no event, shall any ponds or retention areas ("Ponds") or creeks within the Properties be used for fishing, swimming, bathing or boating purposes. After a Lot within the Properties has been fully developed and the construction of a Dwelling thereon completed, any wetland area then on the Lot shall be maintained as nearly as practicable in a natural state, and not altered or removed by the Owner as permitted by the governmental authority having jurisdiction.

Section 19. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced in the public record), for as long as Declarant owns a Lot within the Properties, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development; provided, further,

any amendment proposed to these documents which would affect the SWMS, conservation areas or water management portions of the Common Areas shall be submitted to SFWMD for review prior to finalization of the amendment. SFWMD shall determine if the proposed amendment will require a modification of the SFWMD Permit and, if a SFWMD Permit modification is necessary, the modification must be approved by SFWMD prior to the amendment. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE IX - GENERAL PLAN OF DEVELOPMENT

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of Orange County, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the vote of eighty percent (80%) of the Voting Members of each Class of members, at a meeting called for such purpose. This Declaration may be amended during the first twenty-five (25) year period or any subsequent ten (10) year period by an instrument signed either by:

- (a) The Declarant, as provided in Section 5 of this Article; or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section.

Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder.

Section 5. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of seven (7) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Orange County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 6. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 9. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 10. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 11. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 12. FHA/VA/FNMA Approval. As long as there is a Class B membership, and provided FHA or VA approval is sought by Declarant, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws.

Section 13. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land, which is described on **Exhibit "F"** attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 13 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(2) General Plan of Development. The Declarant has heretofore submitted to the Orange County Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions or adhere to the

Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by two-thirds (2/3) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached Exhibit "A".

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as PULTE HOME CORPORATION, its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

SECTION X - COMMUNITY ASSOCIATION

Section 1. The THE PROMENADES PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in The Promenades community for all residents of The Promenades, whether in a condominium form of ownership or otherwise, as more particularly described in the Declaration of Protective Covenants and Restrictions For

The Promenades, recorded in O.R. Book 6661, Page 6955, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Community Declaration".

The Community Declaration provides for the Community Association, on property not covered by the Association or the Master Association, to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain, operate, replace and repair any irrigation facilities servicing land which the Community Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the common area; to pay for the costs of certain street lighting for common areas, streets within properties subject to the jurisdiction of the Community Association, or other areas designated by the Community Association's Board of Directors; and take such other action as the Community Association is authorized to take with regard to the properties pursuant to its Articles of Incorporation and Bylaws, or its Declaration. All of the foregoing shall be used in common by the Lot Owners and other members of the Community Association.

All costs, fees and assessments for which any Owner may be obligated to pay by virtue of the Community Declaration, this Declaration and any exhibits thereto with regard to the Community Association and the common property and other facilities maintained and operated by the Community Association, shall be and are hereby deemed to be a Common Expense of this Community.

Membership in the Community Association is mandatory. Such membership shall be established upon the filing of the Articles of Incorporation of the Community Association with the Secretary of State of Florida, and the recording of such Articles of Incorporation in the Public Records of Orange County, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting a portion of the properties to the jurisdiction of the Community Association. The Lot Owner of any portion of the Properties with is subject to the jurisdiction of an Association shall NOT be a member of the Community Association. Each Association member shall have a number of votes in the Community Association equal to the number of Property Units, as defined in the Community Declaration, under the jurisdiction of that Association, with voting rights to be exercised as set forth in the Community Declaration, and Articles of Incorporation and Bylaws of the Community Association.

The President of the Association shall be the Representative to act on behalf of the Association at all meetings of the Members of the Community Association.

The Community Declaration provides for the making and collecting of assessments by the Association, as Community Association members, from Lot

Owners, for the expenses of operating the Community Association, maintaining the Common Property, and otherwise carrying out the duties and responsibilities of the Community Association under the Community Declaration. The Community Association has been granted a lien by the Community Declaration against each Lot in the Properties, and other rights, to secure payment of any assessment or other amounts due with respect to such Lot.

Assessments for Common Expenses attributable to Lots under the jurisdiction of the Community Association shall be collected by the Association and remitted directly to the Community Association, even though such assessments are the responsibility of the Lot Owners. The Association shall include in its budget each year an amount sufficient to pay all assessments for common expenses levied by the Community Association against each Lot which is subject to the jurisdiction of the Community Association. Each Association shall have the duty to collect assessments it imposes which includes the assessments levied by the Community Association.

Each Lot Owner, as a member of the Association, which is a member of the Community Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through, and of use and enjoyment as to the common property, other than exclusive common areas whose use is restricted by rule of the Community Association to Owners of particular Neighborhood Units, subject to the Community Declaration, the Articles of Incorporation and Bylaws of the Community Association, and all rules and regulations promulgated by the Community Association.

Each Lot Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Community Association, the terms and conditions of the Community Declaration, and all rules and regulations promulgated by the Community Association.

ARTICLE XI - MASTER ASSOCIATION

Section 1. The METROWEST MASTER ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in the MetroWest community for all residents of MetroWest, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration of Protective Covenants and Restrictions For MetroWest, recorded in O.R. Book 3759, Page 2756, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration".

The Master Declaration provides for the Master Association to operate, maintain and repair the common area, and any improvements thereon, not included within the Community Association or Association, including, but not limited to any Surface Water

Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain, operate, replace and repair any irrigation facilities servicing land which the Master Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the common area; to pay for the costs of street lighting for common areas, streets, or other areas designated by the Master Association Board of Directors; and take such other action as the Master Association is authorized to take pursuant to its Articles of Incorporation and Bylaws, or this Declaration. All of the foregoing shall be used in common by the Lot Owners and other members of the Master Association.

All costs, fees and assessments for which any Owner may be obligated to pay by virtue of the Master Declaration, this Declaration and any exhibits thereto with regard to the Master Association and the common property and other facilities maintained and operated by the Master Association, shall be and are hereby deemed to be a Common Expense.

Each Community Association, as defined in the Master Declaration, shall be a member of the Master Association. No Lot Owner which is subject to the jurisdiction of a Community Association shall be a member of the Master Association. The Developer, as defined in the Master Declaration, shall be a member of the Master Association so long as the Developer owns any real property within MetroWest. The Owners of all property lots not subject to the jurisdiction of a Community Association shall be members of the Master Association, as long as such owner agrees to pay Assessments to the Master Association.

The Master Declaration provides for the making and collecting of assessments against Lot Owners, through the Community Association as a member, for the expenses of operating the Master Association, maintaining the common property, and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Lot in the Properties, and other rights, to secure payment of any assessment or other amounts due with respect to such Lot.

Each Lot Owner and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through, and of use and enjoyment as to the Master Association common property, other than exclusive common areas whose use is restricted by rule of the Master Association to Owners of particular Neighborhood Units, subject to the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and all rules and regulations promulgated by the Master Association.

Each Lot Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws

of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be duly executed as of this 31st day of JULY, 2003.

Signed, sealed and delivered
in the presence of:

DECLARANT:

PULTE HOME CORPORATION,
a Michigan corporation

By:

DOUGLAS W. PUYOGEL
Its: Attorney-In-Fact

Judy Lamb
Printed Name: Judy Lamb

Marilyn Bender
Printed Name: MARILYN BENDER

(CORPORATE SEAL)

Address: 555 Winderley Place, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 31st day of JULY, 2003, by DOUGLAS W. PUYOGEL, as ATTORNEY-IN-FACT, of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who are personally known to me, ~~or who have produced~~ _____ as identification.

DIANA M. CABRERA
Notary Public - State of Florida
Commission #DD 015582
My Commission Expires April 4, 2005

Diana M. Cabrera
Printed Name: DIANA M. CABRERA
Commission No.: DD 015582
My commission expires: APRIL 4, 2005

Exhibits:

- "A" – Real Property
- "B" – Articles of Incorporation
- "C" – Bylaws
- "D" – Common Areas
- "E" – SFWMD Permit
- "F" – Additional Properties

DESCRIPTION:

That part of Lots 7, 8 and 9 METROWEST UNIT FOUR REPLAT, according to the plat thereof, as recorded in Plat Book 27, Pages 129 through 132, and that part of Tract A, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof, as recorded in Plat Book 43, Pages 33 through 36, of the Public Records of Orange County, Florida, described as follows:

Commence at the Northernmost corner of said Tract A; thence run $S26^{\circ}48'57''E$ along the Northeasterly line of said Tract A for a distance of 155.18 feet to the point of curvature of a curve concave Northeasterly having a radius of 335.00 feet; thence run Southeasterly along the arc of said curve through a central angle of $16^{\circ}27'18''$ for a distance of 96.21 feet to the POINT OF BEGINNING; thence run the following six (6) courses and distances along the North line of said Tract A and said Lot 8; thence continue Easterly along the arc of said curve through a central angle of $84^{\circ}31'02''$ for a distance of 494.16 feet to the point of tangency; thence run

N52°12'43"E for a distance of 57.47 feet to the point of curvature of a curve concave Southerly having a radius of 370.00 feet; thence run Easterly along the arc of said curve through a central angle of 49°45'27" for a distance of 321.32 feet to the point of reverse curvature of a curve concave Northerly having a radius of 610.00 feet; thence run Easterly along the arc of said curve through a central angle of 11°08'25" for a distance of 118.60 feet to the point of tangency; thence run S89°10'15"E for a distance of 464.58 feet to the point of curvature of a curve concave Northwesterly having a radius of 545.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 56°57'30" for a distance of 541.79 feet to a non-tangent line and the westernmost corner of Tract B (Lift Station) of said METROWEST UNIT FOUR REPLAT; thence leaving said Northerly line of Lot 8 run S56°07'45"E along the Southerly line of said Tract B and the Southeasterly prolongation thereof for a distance of 106.67 feet; thence run S36°53'08"E for a distance of 83.33 feet; thence run S07°34'33"W for a distance of 35.64 feet; thence run S84°44'53"E for a distance of 11.10 feet; thence run N28°42'39"E for a distance of 59.68 feet; thence run N67°21'12"E for a distance of 55.25 feet; thence run N71°17'15"E for a distance of 48.99 feet to a point on the Easterly line of said Lot 8; thence run S64°03'19"E along said Easterly line for a distance of 3.40 feet; thence run N84°24'59"E along said Easterly line for a distance of 81.33 feet; thence leaving said Easterly line run S80°25'47"E for a distance of 64.07 feet to a point on said Easterly line; thence run S79°09'47"E along said Easterly line for a distance of 26.42 feet; thence run S59°36'36"E along said Easterly line for a distance of 31.76 feet; thence leaving said Easterly line run S29°07'44"E for a distance of 39.47 feet; thence run S54°06'35"E for a distance of 31.90 feet to a point on said Easterly line; thence run S19°26'46"E along said Easterly line for a distance of 22.54 feet to the easternmost corner of said Lot 8; thence leaving said Easterly line of Lot 8 run S71°51'50"E for a distance of 45.10 feet; thence run S68°42'44"E for a distance of 53.14 feet; thence run S62°04'11"E for a distance of 54.38 feet; thence run N86°44'08"E for a distance of 17.55 feet; thence run S73°21'31"E for a distance of 63.86 feet; thence run S31°49'25"E for a distance of 41.71 feet; thence run S29°34'27"W for a distance of 54.33 feet; thence run S57°56'51"W for a distance of 93.66 feet; thence run S88°55'18"W for a distance of 32.63 feet; thence run S53°21'02"W for a distance of 129.75 feet; thence run S81°03'33"W for a distance of 153.71 feet; thence run S73°32'46"W for a distance of 87.56 feet; thence run S65°13'00"W for a distance of 100.25 feet; thence run S50°58'03"W for a distance of 90.83 feet; thence run S22°01'39"W for a distance of 89.69 feet; thence run S06°20'07"W for a distance of 96.31 feet; thence run S37°21'43"W for a distance of 92.34 feet; thence run S73°54'42"W for a distance of 78.57 feet; thence run S65°00'31"W for a distance of 114.64 feet; thence run N59°51'38"W for a distance of 52.51 feet; thence run S69°39'59"W for a distance of 160.31 feet; thence run S36°08'04"W for a distance of 54.00 feet; thence run S54°08'20"W for a distance of 40.32 feet; thence run S45°45'38"W for a distance of 112.15 feet; thence run S44°52'12"W for a distance of 61.43 feet; thence run N73°13'16"W for a distance of 80.62 feet; thence run S82°11'57"W for

a distance of 65.55 feet; thence run S37°19'23"W for a distance of 62.95 feet; thence run S05°36'08"E for a distance of 167.69 feet; thence run N42°03'17"W for a distance of 160.25 feet; thence run S59°13'49"W for a distance of 34.33 feet; thence run N00°00'00"W for a distance of 290.03 feet; thence run S90°00'00"W for a distance of 600.00 feet; thence run S00°00'00"E for a distance of 305.19 feet; thence run S71°26'47"W for a distance of 37.39 feet;; thence run S53°18'34"W for a distance of 230.52 feet; thence run S65°12'20"W for a distance of 47.56 feet; thence run S71°39'03"W for a distance of 60.96 feet; thence run S75°20'06"W for a distance of 37.34 feet; thence run N14°49'01"W for a distance of 25.00 feet; thence run N74°21'52"W for a distance of 90.38 feet; thence run N22°55'59"W for a distance of 252.62 feet; thence run N67°02'35"E for a distance of 36.79 feet; thence run N21°41'06"W for a distance of 44.80 feet; thence run S67°12'39"W for a distance of 39.18 feet; thence run N12°58'51"W for a distance of 424.32 feet; thence run N26°29'00"W for a distance of 144.98 feet; thence run N14°18'05"W for a distance of 140.00 feet; thence run N03°06'39"E for a distance of 133.76 feet; thence run N41°28'16"E for a distance of 44.75 feet; thence run N55°43'12"E for a distance of 94.25 feet; thence run S64°41'00"E for a distance of 107.27 feet; thence run N83°25'34"E for a distance of 110.61 feet; thence run S67°55'57"E for a distance of 43.00 feet to the POINT OF BEGINNING.

INSTR 20030600258
OR BK 07152 PG 3113

AND:

DESCRIPTION:

That part of Lots 6, 7 and 8 METROWEST UNIT FOUR REPLAT, according to the plat thereof, as recorded in Plat Book 27, Pages 129 through 132, and that part of Tract A, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof, as recorded in Plat Book 43, Pages 33 through 36, of the Public Records of Orange County, Florida, described as follows:

Begin at the Northernmost corner of said Tract A; thence run the following five (5) courses and distances along the Northerly line of said Tract A and the Easterly line of Tract 4 of said METROWEST UNIT 4 SECOND REPLAT; thence run S55°43'12"W for a distance of 362.20 feet; thence run S37°41'55"W for a distance of 706.53 feet; thence run S05°32'19"E for a distance of 108.88 feet; thence run S37°45'09"W for a distance of 326.59 feet; thence run S45°17'23"W for a distance of 13.41 feet; thence leaving said Easterly line of Tract 4; run S49°42'47"E for a distance of 244.37 feet; thence run S18°13'52"E for a distance of 50.05 feet; thence run S40°18'17"E for a distance of 100.64 feet; thence run N86°55'14"E for a distance of 131.59 feet; thence run N51°48'27"E for a distance of 62.68 feet; thence run S24°50'05"E for a distance of 71.40 feet; thence run S73°07'03"E for a distance of 95.04 feet; thence run S64°42'01"E for a distance of 188.23 feet; thence run N87°05'42"E for a distance of 65.98 feet; thence run N42°22'31"E for a distance of 114.52 feet; thence run N67°46'05"E for a distance of 109.76 feet; thence run N75°20'06"E for a distance of 119.38 feet; thence run N14°49'01"W for a distance of 25.00 feet; thence run N74°21'52"W for a distance of 90.38 feet;

thence run N22°55'59"W for a distance of 252.62 feet; thence run N67°02'35"E for a distance of 36.79 feet; thence run N21°41'06"W for a distance of 44.80 feet; thence run S67°12'39"W for a distance of 39.18 feet; thence run N12°58'51"W for a distance of 424.32 feet; thence run N26°29'00"W for a distance of 144.98 feet; thence run N14°18'05"W for a distance of 140.00 feet; thence run N03°06'39"E for a distance of 133.76 feet; thence run N41°28'16"E for a distance of 44.75 feet; thence run N55°43'12"E for a distance of 94.25 feet; thence run S64°41'00"E for a distance of 107.27 feet; thence run N83°25'34"E for a distance of 110.61 feet; thence run S67°55'57"E for a distance of 43.00 feet to a point on the Northeasterly line of said Tract A, said point also being a point on a non-tangent curve concave Northeasterly having a radius of 335.00 feet and a chord bearing of N35°02'36"W; thence run Northwesterly along said Northeasterly line and along the arc of said curve through a central angle of 16°27'18" for a distance of 96.21 feet to the point of tangency; thence run N26°48'57"W along said Northeasterly line for a distance of 155.18 feet to the POINT OF BEGINNING.

Together containing 65.943 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

INSTR 20030600258
OR BK 07152 PG 3114

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

ORLANDO SERVICE CENTER 1707 Orlando Central Parkway, Suite 200, Orlando, FL 32809
(407) 858-6100 • FL WATS 1-800-250-4250 • Suncom 358-6100 • Fax (407) 858-6121 •
www.sfwmd.gov/org/exo/orlsc/index.html

CON 24-06

Environmental Resource Regulation
Application No.: 030407-15

May 13, 2003

PULTE HOME CORPORATION
555 WINDERLEY PLACE SUITE 420
MAITLAND, FL 32751

Dear Permittee:

**Subject: Environmental Resource General Permit
Incidental Site Activities** **Related to App # : 030123-12**
Permit No.: 48-00265-S
Project : Stonebridge Lakes At Metrowest
Location: Orange County, S1,12/T23S/R28E

This letter is to notify you of the District's agency action concerning your application for an Environmental Resource Standard General Incidental Site Activities Permit. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code.

Based on the information provided, District rules have been adhered to and an Environmental Resource Standard General Incidental Site Activities Permit is in effect for:

Clearing, grading and pond excavation.

Subject to:

1. Not receiving a timely filed request for a Chapter 120, Florida Statutes, administrative hearing,
2. the enclosed General Conditions,
3. Permit effective for six months from date of this authorization

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 to the proposed agency action.

Please contact this office if you have any questions concerning this matter. If we do not hear from you prior to the date specified in the "Notice of Rights", we will assume that you concur with the District's recommendation.

Application No.: 030407-15


May 13, 2003

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee not later than 5:00 p.m. this 13th day of May, 2003, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Edward W. Yahn', written over a horizontal line.

Edward W. Yahn, P.E.
Sr Supv Engineer
Orlando Service Center

EY/al

Certified Mail No. 7002 1000 0005 6695 3332

c: Donald W McIntosh Associates Inc
Orange County Development Engineering Dept
Orange County Environmental Protection Division
Orange County Public Utilities

General Conditions for
Environmental Resource Standard General Permit
Incidental Site Activities

1. The standard general permits authorized pursuant to this chapter shall be subject to the general conditions set forth in Rule 40E-4.381, F.A.C.
2. The permittee shall not construct any works or engage in any land clearing activities within 50 feet of the landward extent of wetlands or other surface waters or proposed upland preservation areas on the project site.
3. The permittee shall excavate no closer than 200 feet of the landward extent of wetlands or other surface waters on the project site or as otherwise specified in the permit.
4. The property must be restored to the satisfaction of the District if the Environmental Resource Permit is denied or the permitted project is otherwise not in accord with incidental site activities authorized herein.
5. Any damage to off-site property which may have been caused by the incidental activities herein must be mitigated or otherwise offset to the satisfaction of the District.
6. The activities are commenced at the permittee's own risk.
7. The permittee shall proceed to timely obtain the Environmental Resource Permit.
8. Prior to the commencement of construction pursuant to this permit for Incidental Site Activities, the permittee shall conduct a pre-construction meeting with field representatives, contractors and District staff. The purpose of the meeting will be to discuss construction methods and sequencing [include all relevant resource or permit issues - type and location of turbidity and erosion controls to be implemented during construction, mobilization and staging of contractor equipment, construction dewatering, ownership documentation for eminent domain authority, coordination with other entities on adjacent construction projects, wetland/buffer protection methods, endangered species protection] with the permittee and contractors.
9. This General Permit shall expire 6 months from the date of issuance.
10. The limiting conditions of Rule 40E-4.381 shall apply.
11. The general permit may be revoked at any time for violation of the terms of these conditions or other applicable District Rule, upon notice and in accordance with Section 120.60, Florida Statutes.
12. The permittee shall not refuse immediate entry or access to any authorized representative of the District who requests entry for purposes of inspection and presents appropriate credentials.
13. If, in the opinion of District staff, the activities are the cause of adverse water resource impacts, then District staff will so notify the permittee; any damages resulting from the activities will be considered in potential subsequent assessment of civil penalties. These adverse impacts will be processed as the submittal of new information on any permit application(s), which are pending for the site. New information may cause a delay in the issuance of these permits in accordance with provisions of Rule 40E-1.603, F.A.C.
14. The property must be restored to the satisfaction of the District if the surface water management permit is denied or the permitted project is otherwise not in accord with the incidental site activities authorized herein.
15. To the extent permitted by Florida law, the permittee agrees to hold and save the District harmless from any and all liability arising from property damage or bodily injury as a result of the above described activities.
16. Any damage to off-site property which may have been caused by the incidental site activities herein must be mitigated or otherwise offset to the satisfaction of the District.

17. The activities are commenced at the permittee's own risk.
18. This permit only applies to authorization from the South Florida Water Management District; it is possible that additional permits may be necessary, nothing contained herein relieves the permittee from timely complying with applicable laws of other federal, state or local governments.

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 use 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 structures 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.

STATE OF FLORIDA - COUNTY OF ORANGE
I HEREBY CERTIFY that this is a copy of
the document as recorded in this office.
MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: C. N. Tuttle, D.C.

OCT 15 2003

DATED: _____

