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Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Co

THIS INSTRUMENT PREPARED BY:  
Juan E Rodriguez, Esquire  
SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A  
2550 Brickell Bay View Centre  
80 S W. 8th Street  
Miami, Florida 33130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
THOUSAND OAKS AT CONGRESS

IF YOU PURCHASE A HOME, TOWNHOME OR MANOR HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES, TOWNHOMES AND MANOR HOMES IN THIS DEVELOPMENT. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$750.00 PER YEAR (\$62.50 EACH MONTH). THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH TOWNHOME AND MANOR HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$550.00 PER YEAR (\$45.83 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. PALM BEACH COUNTY DOES NOT LEVY THESE SPECIAL ASSESSMENTS. CONTACT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**OF**  
**THOUSAND OAKS AT CONGRESS**

This Declaration of Covenants, Conditions and Restrictions of Thousand Oaks At Congress is made by D.R. Horton, Inc., a Delaware corporation (the "Declarant") this \_\_\_ day of April, 2004.

**WITNESSETH:**

Declarant is the owner of the property located in Palm Beach County, Florida, and more particularly described in Exhibit "A" attached hereto; and

Declarant intends to develop the real property described in Exhibit "A" subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth.

Now, Therefore, Declarant hereby declares that all of the real property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for the same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

**ARTICLE I**

**DEFINITIONS**

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Master Association as they may exist from time to time.

B. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association.

C. "Conservation Areas" shall mean and refer to those certain wetland preservation, mitigation or upland buffers more particularly described in the attached Exhibit "B" pursuant to the South Florida Water Management District Permit attached hereto as Exhibit "C".

D. "Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

E. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.

F. "Developer" shall mean and refer to any person or business entity who acquires any of the Property for the purpose of improving same and selling same as improved.

G. "Development Plan" shall mean and refer to the approved Site Plan - Development Order as approved by Palm Beach County. Development Plans are customarily changed by developers as development progresses, and because the future development of Thousand Oaks At Congress is subject to revision and change by the Declarant, all references to the Development Plan shall be references to the latest revision approved by the appropriate governmental agencies.

H. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or triplex unit, located within the Property. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

I. "Garage Easement" shall mean and refer to the exclusive easement over and across a portion of a Garage Unit Lot (as hereinafter defined) for the benefit of specific lots within Thousand Oaks Manor as designated in Article VI, Section 7 below, for the purpose of providing those delineated Lots within Thousand Oaks Manor other than Garage Unit Lots with a garage to serve the Lot.

J. "Garage Element" shall mean and refer to an element of a Unit designated for garage purposes which may be included as a portion of certain units with Thousand Oaks Manors. The Garage Element includes the garage floor and earth below the garage door and garage floor, the garage door opener within such Garage Element but excludes the wall, ceiling and foundation surrounding the Garage Element.

K. "Garage Unit Lot" shall mean those certain Family Dwelling Units within Thousand Oaks Manor wherein garages have been constructed on the ground level of the Unit.

L. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association.

M. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, and the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

N. "Master Association" or "Thousand Oaks At Congress Master Homeowners' Association" or "Association" shall mean and refer to Thousand Oaks At Congress Master Homeowners' Association, Inc., a Florida not-for-profit

corporation, its successors and assigns.

O. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

P. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Q. "Property" or "Thousand Oaks At Congress" shall mean and include the real property subject to this Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibit "A". In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Thousand Oaks At Congress, this Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, or optionee of access to or from property owned or optioned by said Owner, or optionee.

R. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

S. "Reasonable Attorneys' Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Thousand Oaks At Congress, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

T. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a fitness center, cabana, sports court, party pavilion, tennis courts, pool, tot lot, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

U. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

V. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

W. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding or deleting property to Thousand Oaks At Congress pursuant to the provisions of Article II hereof, or (2) any such declaration affecting all of the Property.

X. "Thousand Oaks Estates" shall mean that portion of Thousand Oaks at Congress more particularly described on Exhibit "D".

Y. "Thousand Oaks Manor" shall mean that portion of Thousand Oaks at Congress more particularly described on Exhibit "E".

Z. "Thousand Oaks Townhomes" shall mean that portion of Thousand Oaks at Congress more particularly described on Exhibit "F".

## ARTICLE II

### PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. Because it is customary for developers to change the Development Plans during the course of development, and although the Declarant intends to develop Thousand Oaks At Congress in accordance with the Development Plan, the Declarant hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion and at its option, including but not limited to adding or deleting real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open or green areas; provided, however, that any such changes may only involve property then owned by the Declarant unless the Owner thereof consents to such change. The Declarant shall not be required to follow any predetermined order of improvement and development within Thousand Oaks At Congress; and it may bring within this Declaration lands and develop them before completing the development of Thousand Oaks At Congress. The Declarant shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of memberships of the Master Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Master Association being required, to subject to this Declaration, additional properties as future phases of Thousand Oaks At Congress. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the additional property. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.

B. Other Additions. Upon approval in writing of the Declarant while there is a Class B Membership, or the Master Association thereafter, and subject to all applicable zoning codes, the owner of any other real property who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Declarant, or the Master Association if the Declarant's approval is not required by this paragraph, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may

contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, or the Master Association, if the Declarant's consent is not required by this paragraph, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described on Exhibit "A" except as may be consistent with this Declaration.

- C. Mergers. Upon a merger or consolidation of the Master Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations), the Master Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.
- D. Additional Property. No additional property shall be added to Thousand Oaks At Congress pursuant to the provisions of this Section 2 unless the property to be added is included in a plat or amended plat recorded in the Public Records in connection with the addition of such additional property.

Section 3. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of Article XIV, Section 16 subject to the provisions hereof.

Section 4. Lakes. It is customary for developers to modify land use plans for planned unit developments during the course of development, and the Declarant reserves the right to amend or modify its Development Plan. Pending final development of Thousand Oaks At Congress, the Declarant reserves the right to expand and contract the shorelines of any lakes owned by the Declarant and thereby to modify the boundaries of same; provided that no such modification shall take place with respect to any shoreline of property owned by a person other than the Declarant without the consent of such owner. Accordingly, the exact location of any boundary between lakes and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes. Unless specifically provided in the deed from the Declarant or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the Declarant or approved by the Declarant, no conveyance of the property abutting any lake or canal shall include any rights with regard to said lake or canal, and without limiting the generality of the foregoing, no such conveyance shall include title to land outside the legal description contained on the deed.

Section 5. Property Lines. The fee simple title to any parcel of land described as bounded by any street, land, walkway, park, playground, lake, pool, canal, greenbelt, or any other Common Area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Property as abutting upon any such Common Area shall not extend upon such Common Area and the title to and use of such Common Area is reserved to the Declarant to be conveyed or dedicated as provided elsewhere in this Declaration.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to

improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management system also include additional property which will become part of the Property pursuant to the provision of Article II, Sections 2(A) and 2(C). If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Master Association shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Master Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Master Association will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Master Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Master Association will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

### **ARTICLE III**

#### **MASTER ASSOCIATION**

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association.

Section 2. Types of Membership. Membership in the Master Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Class "B" - The Declarant shall be the only Class "B" Member, for so long as 90% of the Units to be conveyed and constructed under the Development Plan for the Property have not been conveyed to Members other than Declarant, or until December 31, 2012 or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever comes first. Class "B" membership shall be held by the

successors or assignee of the Declarant, whose property was acquired by such successor or assignee, provided that (1) such successor or assignee acquires the ownership of the balance of the property then owned by the Declarant from whom such successor or assignee acquired such ownership, and (2) such successor or assignee holds such properties for sale, development, or improvement.

Section 3. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

- A. Each Class "A" Member shall have one vote for each Unit owned by said Member.
- B. Each Class "B" Member shall be entitled to cast three votes for each Family Dwelling Unit projected by the Development Plan for any of the Property owned by its from time to time.
- C. Members who hold more than one membership of a particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.
- D. When any property entitling the Owner to membership in the Master Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Master Association, such Owner shall select one official representative to qualify for voting in the Master Association and shall notify the Secretary of the Master Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree upon said vote.
- E. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Master Association which has a material adverse impact upon the Development Plan or commercial activities within the Property shall require approval by the Declarant while the Declarant or its successor or assigns is a Class "B" Member

as provided in Article III, Section 2. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Master Association will have a material adverse impact.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles of Incorporation and By-Laws of the Master Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Master Association shall be as is provided in the Articles and By-Laws of the Master Association except as is otherwise specifically provided in this Declaration.

Section 7. Voting by Class "B" Member. Each Class "B" Member shall vote all of its votes directly and not through any Voting Representative. Any officer of the Class "B" Member present at any meeting shall be entitled to cast said Member's votes.

Section 8. Changes in Voting Strength. Changes may occur from time to time in the number of Members and the number of Members who are to become members of a particular because of:

- A. Changes in the Development Plan;
- B. Changes in the number of existing Units or Units to be constructed in any area of the Property, as provided in Section 15 of Article XIV;
- C. Amendments of this Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings and the number of votes which may be cast by particular Voting Representatives. No such changes, assuming that they are otherwise properly authorized by changes in the Development Plan, this Declaration, any Supplemental Declaration, or as set forth in Section 15 of Article XIV, shall be subject to objection or question by any Member, notwithstanding the fact that any such Member's relative voting strength may be affected thereby.

#### ARTICLE IV

##### FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Master Association shall as required provide the following services:

- A. Clean-Up, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:
  - 1. All signage (including lighting thereof and supplying electricity for this purpose) of Thousand Oaks At Congress located at the entrance or entrances of Thousand Oaks At Congress from public streets outside of Thousand Oaks At Congress including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto constructed by the Declarant.
  - 2. The main roads which the Declarant has projected in the Development Plan for Thousand Oaks At Congress, including any gatehouses which service entrances to Thousand Oaks At Congress from areas outside of

Thousand Oaks At Congress constructed thereon by the Declarant, any Developer with the approval of the Declarant, or the Master Association with the approval of the Declarant. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of this Section.

3. Any Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental, or otherwise by the Declarant, to or another entity.

B. In the event the Master Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Master Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon. Said Recreational Facilities may be open to all Owners, in which event all expenses related thereto shall be included in the Master Association's budget or, may be open only to those residents of Thousand Oaks At Congress who desire membership in such Recreational Facilities to the extent such memberships are available on a first come, first served basis, and also to those other persons permitted by the Board of Directors of the Master Association ("Membership Basis"), or a combination or both, as determined by the Declarant.

C. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal property which are located within or in a reasonable proximity to the Property, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Master Association. The Master Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed other first-class developments similar to Thousand Oaks At Congress. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Master Association meet the requirements herein.

D. Cleanup, landscaping, landscaping maintenance and maintenance of any real property located within Thousand Oaks At Congress upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.

E. Maintain, own and operate the Surface Water Management System described in South Florida Water Management District Application or Permit Number 001222-13.

F. Maintain and operate any conservation easements and any signage required by South Florida Water Management District Permit Number 001222-13 over the Conservation Areas.

G. Maintain the wetland mitigation and/or monitoring required by the maintenance and monitoring plan approved by the South Florida Water Management District (which responsibility shall include meeting all conditions associated with said wetland mitigation, maintenance and monitoring) more particularly described in the attached Exhibit "G" as said may be amended from time to time.

H. Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Property including enforcement actions against Residential Lot Owners and Members to enforce the Conservation Easements and the South Florida Water Management District Permit attached hereto as Exhibit "C".

I. To conduct business of the Master Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.

J. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Property subject to the maintenance obligations of the Master Association as provided in this Section 1.

K. To establish and operate the Architectural Review Committee as hereinafter defined when the Master Association assumes this responsibility as hereinafter provided.

L. Maintenance (including supplying electricity) of the lighting of those roads and sidewalks throughout the Property subject to maintenance responsibility of the Master Association by Section 1 of this Article, in the event that the Declarant has installed lighting equipment thereat.

Section 2. Obligation of the Master Association. The Master Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Declarant or better.

Section 3. Mortgage and Pledge. The Board of Directors of the Master Association shall have the power and authority to mortgage the property of the Master Association and to pledge the revenues of the Master Association as security for loans made to the Master Association, which loans shall be used by the Master Association in performing its functions.

Section 4. Conveyance to Master Association. The Master Association shall be obligated to accept any and all deeds of conveyance, easements, bills of sale delivered to it by the Declarant, which deeds convey title to Common Areas, roadways, or other rights of way, or Recreational Facilities.

## ARTICLE V

### MANAGEMENT AGREEMENTS

The Board of Directors of the Master Association shall have, upon the transfer of control of the Master Association from the Declarant, the power to terminate any management agreement entered into by the Master Association prior to said transfer of control upon 90 days notice to the management firm, and the provisions of this sentence shall be deemed an implied term in any management agreement of the Master Association prior to such transfer of control.

## ARTICLE VI

### EASEMENTS

#### Section 1. Appurtenant Easements.

- A. The Declarant hereby grants to the Owner of each Residential Lot or Unit, his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the Rules and Regulations promulgated by the Master Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessess, licensees, and invitees as well as guests, lessees, and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security systems cable television and broadband communications and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Common Area, all such easements to be of a size, width and location as the Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant's Easement. The Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area, Recreational Facilities (if any), roadways, lakes, canals, and other rights-of-way, for ingress and egress as required to its officers, directors, employees, agents, independent contractors, licensees and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices. Notwithstanding anything herein to the contrary, the Declarant further reserves unto itself, its successors and assigns, the exclusive right to operate in Thousand Oaks At Congress a cable television systems and electronic security system ("Cable Right"), including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the designated easement areas of the Property for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system.

Section 4. Service Easement. The Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Declarant, its successors or assigns, to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, show on the plat of any area of Thousand Oaks At Congress which has been or shall be platted.

Section 5. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and

only if the Architectural Review Committee approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 6. Signage Easements. The Declarant hereby reserves to itself, its successors and assigns, and to the Master Association, a perpetual easement, privilege and right in and over, under, on and across a portion of the Common Area and all other Common Areas running adjacent to the perimeters of Thousand Oaks At Congress necessary for the purpose of erecting, maintaining, and repairing signage for Thousand Oaks At Congress, provided that such easement shall not extend into any area covered by any interior plat to be recorded by a Developer with respect to any of the Property. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Garage and Access Easement. Garage Unit Lots have garages constructed on the ground level of the Units. Access for ingress and egress to and from certain Lots within Thousand Oaks Manor is provided by a driveway, pedestrian access over and across Common Area owned by the Master Association, and the Garage Easements. The purposes of the driveway, pedestrian access, and Garage Easements shall be to provide the Lots other than the Garage Unit Lots in Thousand Oaks Manor, each with its own garage which shall be constructed on the ground level of the Garage Unit Lots, connected by a driveway to and from the street ("Association Tract"), adjoining the Garage Unit Lots, and to and from its main entry. The diagram attached as Exhibit "H" hereto is a typical representation of the driveway and pedestrian access easements over and across the corner property and Garage Easement upon Garage Unit Lots. The respective driveway and pedestrian access and Garage Easements for Garage Unit Lots shall be limited to those portions of Garage Unit Lots and the Common Area upon which a garage, driveway, and sidewalks are initially constructed to serve each of those Lots. The Garage Easements shall extend to the interior surfaces of the walls and ceilings for purposes of affixing shelves, cabinets, and garage door openers.

The easements shall not apply to the garage constructed on the Garage Unit Lot for the benefit of said Garage Unit Lot, or to any other portion of the Family Dwelling Unit constructed thereon, including, but not limited to, any portion of the Family Dwelling Unit constructed as a second story Unit over and above the driveway. A non-exclusive two foot wide pedestrian easement is designated over the Common Areas and the street to the side Lots dwelling entrance of Garage Unit Lots. The easements described herein shall be exclusive easements for the benefit of the Lots described in the next paragraph, respectively of each cluster building shall run with the land, and shall be irrevocable.

The Garage Easement over the Garage Unit Lot described below shall solely be for the benefit of the Lots delineated next to the Garage Unit Lot below:

Lot 1	Block 3	Lots 2 and 3	Block 3
Lot 1	Block 4	Lots 2 and 3	Block 4
Lot 1	Block 5	Lots 2 and 3	Block 5
Lot 1	Block 6	Lots 2 and 3	Block 6
Lot 1	Block 7	Lots 2 and 3	Block 7
Lot 1	Block 8	Lots 2 and 3	Block 8
Lot 1	Block 9	Lots 2 and 3	Block 9
Lot 1	Block 10	Lots 2 and 3	Block 10
Lot 1	Block 11	Lots 2 and 3	Block 11
Lot 1	Block 12	Lots 2 and 3	Block 12
Lot 1	Block 13	Lots 2 and 3	Block 13
Lot 1	Block 14	Lots 2 and 3	Block 14
Lot 1	Block 15	Lots 2 and 3	Block 15
Lot 1	Block 16	Lots 2 and 3	Block 16
Lot 1	Block 17	Lots 2 and 3	Block 17
Lot 1	Block 18	Lots 2 and 3	Block 18

Lot 1	Block 19	Lots 2 and 3	Block 19
Lot 1	Block 20	Lots 2 and 3	Block 20
Lot 1	Block 21	Lots 2 and 3	Block 21
Lot 1	Block 22	Lots 2 and 3	Block 22
Lot 1	Block 23	Lots 2 and 3	Block 23
Lot 1	Block 24	Lots 2 and 3	Block 24
Lot 1	Block 25	Lots 2 and 3	Block 25
Lot 1	Block 26	Lots 2 and 3	Block 26
Lot 1	Block 27	Lots 2 and 3	Block 27
Lot 1	Block 28	Lots 2 and 3	Block 28
Lot 1	Block 29	Lots 2 and 3	Block 29
Lot 1	Block 30	Lots 2 and 3	Block 30
Lot 1	Block 31	Lots 2 and 3	Block 31
Lot 1	Block 32	Lots 2 and 3	Block 32
Lot 1	Block 33	Lots 2 and 3	Block 33
Lot 1	Block 34	Lots 2 and 3	Block 34
Lot 1	Block 35	Lots 2 and 3	Block 35
Lot 1	Block 36	Lots 2 and 3	Block 36
Lot 1	Block 37	Lots 2 and 3	Block 37
Lot 1	Block 38	Lots 2 and 3	Block 38
Lot 1	Block 39	Lots 2 and 3	Block 39
Lot 1	Block 40	Lots 2 and 3	Block 40
Lot 1	Block 41	Lots 2 and 3	Block 41
Lot 1	Block 42	Lots 2 and 3	Block 42
Lot 1	Block 43	Lots 2 and 3	Block 43
Lot 1	Block 44	Lots 2 and 3	Block 44
Lot 1	Block 45	Lots 2 and 3	Block 45
Lot 1	Block 46	Lots 2 and 3	Block 46
Lot 1	Block 47	Lots 2 and 3	Block 47
Lot 1	Block 48	Lots 2 and 3	Block 48
Lot 1	Block 49	Lots 2 and 3	Block 49
Lot 1	Block 50	Lots 2 and 3	Block 50
Lot 1	Block 51	Lots 2 and 3	Block 51
Lot 1	Block 52	Lots 2 and 3	Block 52
Lot 1	Block 53	Lots 2 and 3	Block 53
Lot 1	Block 54	Lots 2 and 3	Block 54
Lot 1	Block 55	Lots 2 and 3	Block 55
Lot 1	Block 56	Lots 2 and 3	Block 56
Lot 1	Block 57	Lots 2 and 3	Block 57
Lot 1	Block 58	Lots 2 and 3	Block 58
Lot 1	Block 59	Lots 2 and 3	Block 59
Lot 1	Block 60	Lots 2 and 3	Block 60
Lot 1	Block 61	Lots 2 and 3	Block 61
Lot 1	Block 62	Lots 2 and 3	Block 62
Lot 1	Block 63	Lots 2 and 3	Block 63
Lot 1	Block 64	Lots 2 and 3	Block 64
Lot 1	Block 65	Lots 2 and 3	Block 65
Lot 1	Block 66	Lots 2 and 3	Block 66
Lot 1	Block 67	Lots 2 and 3	Block 67
Lot 1	Block 68	Lots 2 and 3	Block 68
Lot 1	Block 69	Lots 2 and 3	Block 69
Lot 1	Block 70	Lots 2 and 3	Block 70
Lot 1	Block 71	Lots 2 and 3	Block 71
Lot 1	Block 72	Lots 2 and 3	Block 72
Lot 1	Block 73	Lots 2 and 3	Block 73
Lot 1	Block 74	Lots 2 and 3	Block 74
Lot 1	Block 75	Lots 2 and 3	Block 75
Lot 1	Block 76	Lots 2 and 3	Block 76
Lot 1	Block 77	Lots 2 and 3	Block 77
Lot 1	Block 78	Lots 2 and 3	Block 78
Lot 1	Block 79	Lots 2 and 3	Block 79

All within Thousand Oaks Manor.

The Owner of a non Garage Unit Lot to whom the Garage Easement has been granted shall be responsible for the maintenance and repair of that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted. Additionally, as it is the intent of this Declaration in creating the Garage Easement for the Owner of a non Garage Unit Lot to have use of a garage, the Owner of the non Garage Unit Lot shall also be responsible for the real estate taxes and Master Association assessments for that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted.

Each Owner of a Garage Unit Lot shall have an easement over the walls and ceiling of the Family Dwelling Unit which borders such Garage Unit Lot for the purpose of attaching fixtures, shelves, cabinets and garage door openers to the walls and ceilings thereof and for the purpose of maintaining the electrical and utility lines servicing such fixtures or other items.

THE OWNER OF THE GARAGE UNIT LOT, THE MASTER ASSOCIATION AND THE DECLARANT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY OVER THE GARAGE EASEMENT ON THE GARAGE UNIT LOT AND ANYONE USING THE GARAGE EASEMENT WILL HAVE NO CLAIM AGAINST THE GARAGE UNIT LOT OWNER, THE MASTER ASSOCIATION AND/OR DECLARANT FOR ANY DAMAGE TO PERSON OR PROPERTY SUFFERED IN AND ON THE GARAGE EASEMENT PROPERTY.

Section 8. Easements for Repair. To the extent necessary, each Owner shall have an easement over the adjacent Family Dwelling Unit and over the Common Area to maintain such Owner's Family Dwelling Unit and to make necessary repairs to the Owner's Family Dwelling Unit. Such easement shall not exceed an area extending five (5) feet over the other Family Dwelling Unit or Common Area. Any such right of access shall be exercised in a reasonable manner only and, except for emergency repairs, any Owner shall give at least twenty-four (24) hours prior notice to the other party over whose Family Dwelling Unit the easement is being exercised and shall, to the extent practicable, not interfere with, restrict, disturb or hinder the full enjoyment by such Owner of his or her Family Dwelling Unit. Any Owner exercising the easement rights herein granted shall repair, at such Owner's sole cost and expense, any damage caused by such Owner as a result of such entry.

Section 9. Association Easement. The Master Association shall have an easement over the exterior of the Family Dwelling Unit to the extent necessary for the Master Association to perform its maintenance obligations under this Declaration, including, without limitation an easement over the Residential Lot to the extent necessary to perform its maintenance and repair obligations provided for in this Declaration.

Section 10. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

A. The right of the Declarant or the Master Association, in accordance with its By-Laws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Area, and providing services authorized herein and, in aid thereof, to mortgage said properties.

B. The right of the Master Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for an infraction of its published Rules and Regulations, it being understood that any suspension for either

non-payment of any assessment or breach of any Rules and Regulations of the Master Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Master Association shall not suspend the right to use any roads belonging to the Master Association, subject, however, to the Rules and Regulations of the Master Association for such use, and provided further that the Master Association may not suspend any rights and easements reserved herein to the Declarant. All suspensions of rights hereunder shall be performed by the Master Association in accordance with its By-Laws;

C. The rights of the Master Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if any are constructed.

D. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable. The right of ingress and egress through such roadways shall not be impaired.

E. The right of the Master Association to give, dedicate or sell all or any part of the Common Area, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Master Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Voting Members and the Declarant at a duly called meeting of the Members of the Master Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Master Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

F. Such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Master Association from time to time.

Section 11. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. The Master Association shall be allowed to drain water out of the lakes and over drainage easements. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

Section 12. Conservation Easements. The Declarant reserves to the Master Association, its successors and/or assigns and the South Florida Water Management District a perpetual maintenance easement over the Conservation Areas as provided for in the South Florida Water Management District Permit attached hereto as Exhibit "C".

Section 13. Lake Maintenance Easement. The Declarant reserves to the Master Association, its successors and/or assigns and the South Florida Water

Management District a perpetual maintenance easement for maintenance of the lakes as shown on the plat(s) of the Property. The lake maintenance easement are for the sole purpose of maintaining the lakes and are not to be used for any other purpose.

## ARTICLE VII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Family Dwelling Unit shall by acceptance of a deed therefore, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The assessments will not be the same for all of the Property and will be different depending on whether the Unit is located in Thousand Oaks Estates, Thousand Oaks Manor or Thousand Oaks Townhomes. Said assessments will only be required of an Owner including Declarant of a Family Dwelling Unit after a Certificate of Occupancy or its equivalent has been issued by the applicable governmental authority having jurisdiction thereof. No assessments will be due until such time as the Certificate of Occupancy has been issued. The annual, special and individual assessments, together with such interest thereon and costs of collection (including Reasonable Attorneys' Fees) therefore shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonable Attorneys' Fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessments first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Section 1 and to provide services which the Master Association is authorized or required to provide. The Master Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. The amount of annual assessment will vary as to the type of Family Dwelling Unit on a Residential Lot as determined by the Board of Directors of the Master Association.

Section 3. Initial Period. There shall be no annual or special assessments prior to May 31, 2004, or until a date determined by the Board of Directors, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least 30 days before the first monthly installment becomes due.

After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Sections 4 and 5 of this Article VII.

Section 4. Annual Budget of General Expenses. The Master Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Master Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership

Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit the Master Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Thousand Oaks At Congress. The Master Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner. In the event the Master Association fails to prepare an annual budget, the annual budget for the preceding year shall be the budget for the Master Association until a new annual budget is prepared by the Master Association. Additionally, if the Master Association determines that the then existing annual budget does not correctly incorporate the expenditures for services set forth in Section 2, then the Master Association shall have the right to prepare a new annual budget together with a schedule setting forth the amount of annual assessments for each Owner.

Section 5. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Family Dwelling Unit constructed on a Residential Lot; or b) the occupancy by an Owner of a Family Dwelling Unit on a Residential Lot; or c) the conveyance by the Declarant of a Residential Lot; provided, however, that notwithstanding anything to the contrary contained above, the Owner of a Residential Lot shall pay 1/50th of the annual assessment as to a Residential Lot until a Certificate of Occupancy is issued for the Family Dwelling Unit constructed on the Residential Lot or until the Family Dwelling Unit is occupied by an Owner, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 6. Purpose of Special Assessments. To the extent that annual assessments are insufficient to fund the services which the Master Association is authorized or required to provide or to repair or reconstruct Common Area or as is otherwise permitted in this Declaration, the Master Association may levy a special assessment to cover the cost thereof.

Section 7. Proportion and Amount of Special Assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Master Association may make in any one year an annual assessment as set forth in Section 5 of this Article plus an additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 8. Individual Assessments. Each Owner of a Family Dwelling Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions and Supplement Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Master Association, after first given thirty (30) days notice to such Owners and an opportunity to appear before the Board of Directors of the Master Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owner's Property for such purpose shall not constitute trespass. Assessments may also be levied against such Owners for any damage to Common Area, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 9. Monthly Payment of Annual Assessments. Annual assessments shall be paid in advance in monthly installments due on the first day of each calendar month

or as otherwise established by the Master Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Master Association on or before the tenth date after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors. The Board of Directors of the Master Association shall prepare an annual budget and fix the amount of the assessment against each of the properties as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties, and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent every Owner. The Master Association shall upon demand at any time furnish to any or Owner who pays assessments directly a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge a reasonable fee for this certificate.

Section 11. Establishment of Liens to Secure Payment. All assessments and charges levied by the Master Association in accordance with the provisions in accordance with the provisions of this Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to costs and reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Residential Lot and Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Residential Lot and Unit assessed. This lien is superior to any Homestead rights the Owner may acquire. No Owner may be exempt from personal liability for assessments and charges, or release any Residential Lot from the liens and charges hereof, by a waiver of use rights, or by abandoning the Residential Lot. The Master Association's lien is activated by recording a Claim of Lien by the Master Association in the public records of Palm Beach County, setting forth the amount and due date of each unpaid assessment or charge as of the date the Claim of Lien is recorded. The Claim of Lien secures payment of all assessments and charges due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments and charges coming due subsequently, until the lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by a Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

Section 12. Priority of Liens. Except as otherwise provided by law, the Master Association's lien for unpaid assessments and charges shall be subordinate and inferior to that of any recorded mortgage held by a Institutional Mortgagee, unless the Master Association's Claim of Lien was recorded before the mortgage. The Master Association's lien is superior to, and takes priority over, any other mortgage regardless of when recorded. A lease of a Living Unit is also subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under any of them, shall hold title subject to the liability and lien of any assessment or charge coming due after taking title. Any unpaid assessment or charge which cannot be collected by reason of this Section, shall be treated as a common expense, collectible from all Residential Lots, including the Residential Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 13. Collection of Assessments. If any owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the due date, the Master Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To accelerate the balance of the annual assessment due and charge interest on such assessment or charge, from the due date until paid, at the

highest rate allowed by law; and, in addition, to impose a late payment penalty which may not exceed any maximum amount as may be provided for by law.

B. To suspend the voting rights of the owner in the Master Association during the period of delinquency.

C. To file an action in equity to foreclose its lien. Unless another procedure is required by law, the lien may be foreclosed by an action brought by the Master Association in the same manner as provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of liens on condominium parcels for unpaid condominium assessments.

D. To bring an action at law for a money judgment against the owner without waiving any foreclosure rights of the Master Association.

E. To assign the right to assessment to a person or entity for collection. In any civil action brought hereunder, the Master Association shall be entitled to judgment for interests, costs and reasonable attorneys fees if it is the prevailing party.

Section 14. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

A. Any portion of the Property used exclusively for the purpose of utility easements or dedicated public roadways; and

B. All Common Area.

Section 15. Capital Contributions. At the time of the closing of a Family Dwelling Unit pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Master Association a sum equal to the aggregate of Two Hundred Fifty and No/100 (\$250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "Capital Contribution" shall be the Master Association's property, and shall be held by the Master Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments.

Section 16. Surface Water Management System. The Master Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 17. Conservation Areas. The Master Association is responsible for assessing and collecting fees for the perpetual maintenance of the Conservation Areas. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 18. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall not be liable for assessment against such Residential Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Master Association. The Declarant may commence such assessments to Residential Lot(s) that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Master Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Residential Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the

Master Association for the payment of assessments or deficits other than those that arose to prior to such time.

## ARTICLE VIII

### ARCHITECTURAL AND DEVELOPMENT CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ARC shall consist of three (3) persons designated by the Declarant, who shall hold office at the pleasure of the Declarant. The Declarant shall determine which member of the ARC shall serve as its chairman. At such time as the Class B Membership ends or earlier as Declarant may decide, the Declarant shall assign to the Master Association the rights, powers and duties and obligations of the ARC, whereupon the Board of Directors of the Master Association shall appoint the members of the ARC which shall consist of three (3) members, and shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.

B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvements or development of individual units or buildings as well as the general plan for development of any individual lot subdivision, tract or parcel of land within Thousand Oaks At Congress provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically exempted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be

completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owner's agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated therein; provided, however, that no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration of which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Property for the purpose of determination by the ARC whether there exists any construction of any improvements which violates the terms of any approval by the ARC or the terms of this Declaration, of any Supplemental Declaration, or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplement Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Master Association shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding.

I. The ARC is empowered to publish or modify from time to time, design and development standards for Thousand Oaks At Congress.

J. Wherever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.

K. A specific improvement, once approved by the Declarant or the ARC, may remain in place notwithstanding the adoption of contrary standards later.

Section 2. Approval of Supplemental Declarations. No Supplement Declaration may be recorded in the Public Records of Palm Beach County by any person, nor shall same have any legal or equitable affect or validity, unless it has been approved as provided in this section. Such approval shall be evidenced by the affixing of a certificate of approval as provided below to the Supplemental Declaration and the recording of said certificate with the Supplement Declaration in the Public Records of Palm Beach County.

A. The right of approval provided in this section shall be held by the Declarant for as long as there is a Class B Membership or until the Declarant surrenders its right of approval to the Master Association. Thereafter, the Master Association, acting by and through the ARC, shall hold the said right of approval.

B. No person shall attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance of the Property and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.

C. The purpose of the provisions of this Section is to ensure that the Property is developed through a uniform plan of development. The provisions of this Section shall apply to all persons owning any of the Property, including but not limited to developers and builders acquiring title from the Declarant.

D. Any Supplemental Declaration executed by the Declarant shall be deemed approved as provided herein without the necessity of any separate certificate of approval.

E. The issuance of its approval or consent to the recording of any Supplemental Declaration shall not deem the Declarant, the ARC or the Master Association to be the developer of the property encumbered thereby, and the Declarant, ARC and the Master Association shall incur no liability to any person for their issuance of, withholding of approval or consent to the recording of any Supplement Declaration.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. No Residential Lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any Lot other than a Family Dwelling Unit.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Residential Lot at any time as a residence of appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Master Association's reasonable discretion.

Section 4. Animals. No livestock or poultry shall be kept, maintained, or bred in any Family Dwelling Unit or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Family Dwelling Unit and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Project which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the

determination of the Board of Directors. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Master Association shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

Section 5. During the time period Declarant owns any lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one, second story window advertising that property is for sale or rent and except signs used by the Declarant to advertise the Property during the construction and sale of Family Dwelling Units. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one floor window or one second story window.

Section 6. No Residential Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Residential Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with Metropolitan Palm Beach County Code.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Family Dwelling Units. No clothes drying or storing of any items may be permitted on any balconies of any Family Dwelling Units. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any Family Dwelling Units.

Section 8. There shall be no parking on any portion of any sidewalk, grass or street within the Property. Additionally, within Thousand Oaks Manor and Thousand Oaks Townhomes any parking on permitted Common Area, shall be guest parking only and Lot Owner Parking any vehicle in Thousand Oaks Manor and Thousand Oaks Townhomes will be subject to having said vehicle towed. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Master Association during normal working hours or for work performed for the Declarant or the Master Association which are necessary in the development, maintenance or management of the Master Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. The Board of Directors of the Master Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section.

Section 9. No septic tanks or individual wells will be permitted on any Residential Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Master Association).

Section 11. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Master Association.

Section 12. No flags or banners other than one (1) American Flag subject to approval (as to size and location) from the Board of Directors of the Master Association. Any permanent installed flag pole is also subject to approval (as to size, type and location) by the Board of Directors of the Master Association. The foregoing two (2) sentences shall not apply to the Declarant.

## ARTICLE X

### PROVISIONS RESPECTING TOWNHOUSES AND MANOR HOMES

Section 1. Wherever one Family Dwelling Unit which is a townhouse ("Townhouse") or a manor home ("Manor Home") is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Townhouses and Manor Homes with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Townhouses and Manor Homes. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Townhouse and Manor Home. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Townhouse and Manor Home shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Townhouse and Manor Home Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Townhouse and Manor Home Owners for the negligence or negligent acts of the Townhouse and Manor Home Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Townhouses and Manor Homes, their successors and assigns.

Section 2. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Master Association to undertake periodic exterior painting of all of the Townhouses and Manor Homes. The Master Association shall have the sole discretion to determine the time at which such painting shall take place, the manner and color to be used. Re-painting of any individual Townhouse or Manor Home, which is necessitated by deterioration of existing paint, shall also be the responsibility of the Master Association. However, the Master Association shall be entitled to reimbursement from the Owner of the Townhouse or Manor Home where the painting is required as a result of the deliberate or repeated acts of the Owner.

Section 3. It shall be the duty of the Master Association to maintain and cut the grass and to maintain the irrigation system located on the Townhouse and Manor Home Owner's property, the cost of such grass maintenance and irrigation on the Townhouse and Manor Home Owner's property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Master Association. The Master Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass and irrigation, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Master Association, the said consent being

conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass and maintaining the irrigation. Each Lot Owner will be prohibited from reconfiguring the irrigation system, including but not limited to reconfiguring any irrigation lines, pipes or heads.

Section 4. Each Townhouse has a screen enclosure. Each Townhouse Owner shall be responsible for maintaining and repairing the screen enclosure in a clean, sanitary, neat, safe and orderly condition. Additionally, each Townhouse Owner shall be responsible for caulking and repairing and/or replacing any windows and sliding glass doors in the Owner's Townhouse. If any Townhouse Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 5. Certain Manor Homes have balconies. Each Manor Home Owner having a balcony shall be responsible for maintaining and repairing the balcony so that the balcony is in a clean, sanitary, neat, safe and orderly condition. Additionally, each Manor Home Owner shall be responsible for caulking and repairing and/or replacing any windows and sliding glass doors in the Owner's Manor Home. If any Manor Home Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 6. It shall be the duty of the Master Association to undertake periodic repair of the surface of each drivestrip and for the repair and maintenance of roofs on Townhomes and Manor Homes, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the community. The Master Association shall have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Master Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

## ARTICLE XI

### PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Owner of a Family Dwelling Unit which is a detached single family home ("Home") shall be responsible for maintaining and repairing the Home and all other improvements situated on his Unit in a clean, sanitary, neat, safe and orderly condition. Each Home Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible for caulking and to keep the paint on the exterior walls of the Home and the roof in a good state of repair. It will also be the duty of each Home Owner to maintain in good repair the driveway servicing his Home. If any Home Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of the Master Association to maintain and cut the grass located on the Home Owner's property, the cost of such grass maintenance on the Home Owner's property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Home Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Master Association. The Master Association is hereby granted an easement over and across the Home Owner's Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Master Association, the said consent being conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 3. Irrigation and Landscape Maintenance. It shall be the duty of the Corporation to maintain the irrigation system and landscaping within Thousand Oaks

Estates. The cost of such and irrigation and landscaping on the Home Owner's property being assumed by the Corporation for the benefit of the entire Property as if same were Private Property, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Corporation. The Corporation is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining the irrigation and landscaping, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Corporation, the said consent being conditioned on the Corporation having free access to the property for the purpose of maintaining the irrigation and landscaping. Each Home Owner will be prohibited from reconfiguring the irrigation system, including but not limited to reconfiguring any irrigation lines, pipes or heads.

## ARTICLE XII

### INSURANCE AND CASUALTY CASES

Section 1. Insurance. The Master Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Master Association shall maintain appropriate property casualty insurance coverage in adequate amount to cover the cost of repair or replacement of all structures and items located within the Townhomes and Manor Homes for which the Master Association has maintenance and repair responsibility as set forth in Article IX. If such coverage is unavailable, the Association shall notify each Owner and each Owner shall thereafter be required to purchase said coverage.

Each Owner shall maintain at all times appropriate property casualty insurance coverage on his dwelling in such amounts sufficient to cover the cost of repair or reconstruction of the dwelling in the event of casualty loss and the Master Association shall be listed as an additional insured on each policy. Each Owner will provide proof by a Certificate of Insurance to the Master Association that the Master Association is listed as an additional insured on the property casualty insurance policy.

To the extent available on commercially reasonable terms and conditions, the Board of Directors must also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

Premiums for all insurance on the Common Area shall be a General Expense of the Association and shall be included in the Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount of each party's loss bears to the total.

### Section 2. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this

paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Master Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Master Association in a neat and attractive consistent with community-wide standards.

D. Immediately after damage or destruction by fire or other casualty to all or any part of a Family Dwelling Unit covered by insurance written in the name of an Owner, the Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed items, which information shall be provided to the Master Association. Each Owner must repair or reconstruct his Unit to the condition that the Unit was in prior to the casualty, unless such repair or reconstruction is impossible from an engineering standpoint. In such case, said Owner shall make such repairs or reconstruction as necessary to preserve any party walls and the integrity of the Unit and adjacent, attached, Units.

Section 3. Disbursement of Proceeds. If the damage or destruction of Common Areas for which the proceeds of the insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Master Association shall levy a special assessment to pay for repair or reconstruction of said Common Area. If the damage or destruction is to a Family Dwelling Unit for which insurance proceeds are paid to the Master Association, and such insurance proceeds are not sufficient to defray the cost thereof, then the Board of Directors of the Master Association shall levy a special assessment on the Owners of the Family Dwelling Units damaged or destroyed to pay for the cost of repair or reconstruction.

## ARTICLE XIII

### LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing, be approved by the Master Association and shall provide that the Master Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Master Association and applicable rules and regulations, if any. Leasing of Units shall also be subject to the prior written approval of the Master Association. The Master Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Master Association a fee of One Hundred and No/100 (\$100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. The prior written approval of the Master Association for a lease shall not apply to Units acquired by an Institutional Mortgagee who has acquired title to the Units through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Master Association for any sum which is required by the Master Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Master Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association). The number of occupants must comply with the Palm Beach County Code regarding the size of Units.

## ARTICLE XIV

### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of an be enforceable by the Master Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After said twenty-five (25) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless terminated as follows:

- A. Termination shall be terminated at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.
- B. Three-fourths (3/4) of the Members present and voting of each of the two classes of Members must vote in favor of termination.
- C. Institutional Lenders having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Master Association votes to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate and all the consents of all

mortgagees shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time by the Master Association provided that two-thirds (2/3) of the votes cast by the Members present at a duly called and held meeting of the Master Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Master Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. No such amendment shall have the effect causing the reversal of any previous approval or another decision made by the Master Association or the Declarant.

Section 3. Amendments by Declarant. The Declarant may amend this Declaration at any time that there is a Class B Membership without the consent of the Members. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Master Association or the Declarant. No such amendment shall impair vested, substantial rights of Owners.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Master Association is called to take action under Section 2 of this Article XIV with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) percent of the total vote of the Master Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of person or entity who appears as Owner in the Public Records of Palm Beach County, Florida, as said address appears on the records of the Master Association. Notice to one of two or more Co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all Co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Master Association as provided in Section 3 of Article III hereof, any notice sent by the Master Association to the Owner last known to the Master Association shall be deemed proper notice under this Section. Notice of meetings, proposed assessments, and all matters except proposed individual assessments or sanctions against particular properties or Owners shall be given only to the Voting Representatives and not to the general membership.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Master Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association, any Owner, or the Declarant to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees shall ever be entered against the Declarant.

Section 7. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Master Association, as said committee is defined in the By-Laws of the Master Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Unit owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 (\$50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Master Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Master Association may otherwise be entitled to recover by law from such Owner.

Section 8. Entry Gate. Declarant shall have control over the entry gates which may be situated within the Common Area and shall be responsible for the maintenance and repair of the entry gates until all sales of all Family Dwelling Units within the Property have been completed or until Declarant, in its sole discretion, determines that the Master Association should take responsibility for control, maintenance and repair of same or all of the entry gates. The Master Association's obligation shall commence immediately upon receipt of written notice from the Declarant identifying the entry gates to be thereafter controlled and maintained by the Master Association. The Association's obligation to maintain the entry gates shall be done in accordance with the procedures of the applicable municipal authorities so long as Declarant owns any Family Dwelling Unit within the Property, Declarant shall have the right to control and keep open the entry gate(s) during any hours when Declarant is constructing the Property and marketing Family Dwelling Units for sale to prospective purchasers. Notwithstanding who has responsibility for the entry gates, the existence of entry gates is not a warranty or representation by Declarant that any security is being provided to any Owner or to any Owner's Family Dwelling Unit. Notwithstanding anything to the contrary set forth in this Declaration, in no event may this provision be modified or amended without the consent of Declarant.

Section 9. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 10. Interpretation. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 11. Termination of Declaration. Should this Declaration be terminated as provided herein, all Common Area other than the Common Area containing the surface water management system, property containing the surface water management system and water management portions of Common Area and Recreational Facilities owned or held by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court, Palm Beach County, Florida, which trustee shall sell the Common Area and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area or Recreational Facilities. The excess of proceeds, if any, from Common Area and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards. Should this Declaration be terminated the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Master Association.

Section 12. Declarant's Disclaimer. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be

subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom

Section 13. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 15. Dissolution of Master Association. The Master Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Master Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes, or otherwise:

- A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Master Association's corporate status, and until such corporation status is reinstated,
- B. The last directors as surviving trustees shall continue the activities of the Master Association, and
- C. Each of the Members of the Master Association shall be responsible for the proper performance of the mandatory functions of the Master Association as specified in Article IV, Section 1 of this Declaration.

Section 16. Change in Density by Developers. Whenever reference is made in this Declaration to the numbers of Units projected by the Development Plan for the various areas of the Property, including but not limited to the provisions relating to voting and assessments, such projected number of Units as stated in the Development Plan, as same may be amended from time to time by the Declarant, are only the maximum number of Unit projected for such areas and the actual number of Units constructed may be less, as determined by the Declarant. Until the recording in the Public Records of a plat of the issuance of approval of a final Development Plan by applicable governmental authorities establishing that less than the number of Units projected by the Development Plan are to be constructed, the number of Units projected by the Development Plan for each area shall be utilized for all purposes. After approval of a final Development Plan or recording of a plat establishing that different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration.

Section 17. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Areas shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 18. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Master Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 19. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as Exhibit "C". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Master Association for the benefit of the Master Association.

Section 20. South Florida Water Management Enforcement. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction of penalties against the Master Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Master Association.

Section 21. Thousand Oaks Community Development District. THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IF YOU PURCHASE A HOME, TOWNHOME OR MANOR HOME IN THIS COMMUNITY, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. SPECIAL ASSESSMENT BONDS WILL BE ISSUED BY THE DISTRICT TO FINANCE CERTAIN COMMUNITY WIDE INFRASTRUCTURE. SUCH BONDS WILL BE PAYABLE BY SPECIAL ASSESSMENTS LEVIED AGAINST ALL HOMES, TOWNHOMES AND MANOR HOMES IN THIS DEVELOPMENT. THESE SPECIAL ASSESSMENTS WILL APPEAR ON YOUR TAX BILL EACH YEAR FOR NOT MORE THAN 30 YEARS FROM THE FIRST INSTALLMENT AS A NON-AD VALOREM ASSESSMENT. THESE SPECIAL ASSESSMENTS WILL BE IN ADDITION TO OTHER PROPERTY TAXES AND ASSESSMENTS. THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$750.00 PER YEAR (\$62.50 EACH MONTH). THE ANNUAL SPECIAL ASSESSMENT LEVIED ON EACH TOWNHOME AND MANOR HOME TO PAY DEBT SERVICE ON SUCH BONDS IS ESTIMATED TO BE \$550.00 PER YEAR (\$45.83 EACH MONTH). UNDER CERTAIN CIRCUMSTANCES, YOU MAY PREPAY YOUR ASSESSMENTS. PALM BEACH COUNTY DOES NOT LEVY THESE SPECIAL ASSESSMENTS. CONTACT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 FOR MORE INFORMATION REGARDING THESE SPECIAL ASSESSMENTS, YOUR PREPAYMENT RIGHTS AND A GOOD FAITH ESTIMATE OF THE ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS THAT THE DISTRICT MAY ALSO LEVY.

Section 22. District Property Becoming Common Area. If the Declarant determines that it is in the best interest of the Property for any of the District property to become Common Area, the District shall convey to the Master Association, fee simple

title, easements, use rights and/or maintenance obligations to those portions of the District property which are to become Common Area. The Master Association and the Members are obligated to accept title to the District property, subject to taxes for the year of conveyance, and to restrictions, limitations, conditions, obligations, reservations, duties and easements of record.

Section 23. Common Area Becoming District Property. If the Declarant determines, subject to any governmental requirements, that it is in the best interest of the Property for any portions of the Common Area to be owned and administered by the District rather than the Master Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Master Association, and shall thereafter, be considered District property, even if legal title has not been formally transferred to the District. When a part of the Property becomes District property, the expenses in the administration and the maintenance shall be common expenses, unless the expenses are the responsibility of the District. If required by law, or if deemed by the Declarant to be in the best interest of the Master Association the Master Association shall convey to the District, the legal title to any Common Area which becomes District property.

Section 24. Board of Supervisors. The functions, duties and powers of the District shall be managed and exercised by a Board of Supervisors consisting of at least five (5) supervisors.

Section 25. Declarant's Options. The Declarant shall have the right, in its sole discretion, to convey property it owns to the District with the joinder of no other person being required, subject to the approval of the District and any applicable governmental regulations.

Section 26. Cable Television. The Master Association will have the right to enter into an agreement pursuant to which all of the Owners will be provided cable television services which will be charged as assessments. The Association will further have the right to approve one or more cable television companies which are authorized to provide such service to the Family Dwelling Units, and in that event the Master Association may refuse entry into the Property by any representative of any cable television companies other than an approved company.

Section 27. PROHIBITION OF USE OF LAKES. SWIMMING, BOATING, SAILING, FISHING AND ANY USE OF THE LAKES WITHIN THE PROPERTY IS STRICTLY PROHIBITED. THE SOLE USE OF THE LAKE THAT IS PERMITTED IS FOR THE MASTER ASSOCIATION TO USE WATER FROM THE LAKES FOR THE IRRIGATION SYSTEM SERVING THE PROPERTY. NEITHER DECLARANT NOR THE MASTER ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES SHALL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER REGARDING ANY INJURY, DAMAGE, PROPERTY DAMAGE OR DEATH WHICH OCCURS IN ANY LAKE ON THE PROPERTY.

Section 28. LOTS ADJACENT TO CONSERVATION AREAS. ALL MEMBERS, OWNERS AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE THAT RESIDENTIAL LOTS AND/OR UNITS MAY CONTAIN OR BE ADJACENT TO WETLAND PRESERVATION OR MITIGATION AREAS AND UPLAND BUFFERS IN THE CONSERVATION AREAS PROTECTED UNDER CONSERVATION EASEMENTS PURSUANT TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT ATTACHED HERETO AS EXHIBIT "C".

Section 29. NO REMOVAL OF VEGETATION. ALL MEMBERS, OWNERS, AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE THAT THE WETLAND AREAS AND UPLAND BUFFERS IN THE CONSERVATION AREA MAY NOT BE ALTERED FROM THEIR NATURAL/PERMITTED CONDITION WITH THE EXCEPTION OF EXOTIC OR NUISANCE VEGETATION REMOVAL OR OTHER MAINTENANCE ACTIVITIES IN ACCORDANCE WITH THE SOUTH FLORIDA WATER MANAGEMENT

DISTRICT PERMIT ATTACHED HERETO AS EXHIBIT "C" OVER THE CONSERVATION AREAS.

Section 30. FINANCIAL REQUIREMENTS. ALL MEMBERS, OWNERS, AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE OF THE RESPONSIBILITIES OF THE MASTER ASSOCIATION CONTAINED HEREIN AS TO THE MAINTENANCE OBLIGATIONS OF THE CONSERVATION AREAS AND THE COST THEREOF.

Section 31. LIMITATION OF LIABILITY OF MASTER ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

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

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

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

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

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this \_\_\_\_\_ day of April, 2004.

Signed, sealed and delivered in the presence of:

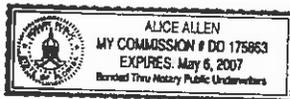
D.R. Horton, Inc.,  
a Delaware corporation

Kerry A. Osler  
Name: Kerry A. Osler  
Stephanie Neafsey  
Name: Stephanie Neafsey

By: R  
Paul Romanowski, Vice-President

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF BROWARD    )

The foregoing instruction was acknowledged before me this 30 day of April, 2004 by Paul Romanowski, as Vice-President of D.R. Horton, Inc., a Delaware corporation, on behalf of said Corporation. The foregoing person is well known to me.



Alice Allen  
Name: Alice Allen  
Notary Public, State of Florida at Large

My Commission Expires:

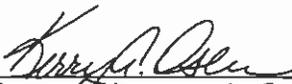
JOINDER

Thousand Oaks At Congress Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Thousand Oaks At Congress and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

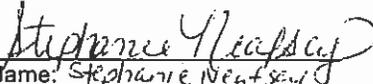
In Witness Whereof, Thousand Oaks At Congress Homeowners' Association, Inc. has executed this Joinder on this 30 day of April, 2004.

Signed, sealed and delivered  
in the presence of:

Thousand Oaks At Congress  
Homeowners' Association, Inc.

  
Name: Kerry A. Owen

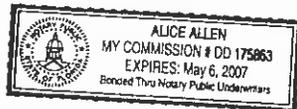
By:   
Michael Humphries, President

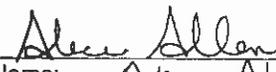
  
Name: Stephanie Neufeld

(Corporate Seal)

STATE OF FLORIDA            )  
  ):SS.  
COUNTY OF BROWARD        )

The foregoing instruction was acknowledged before me this 30 day of April, 2004, by Michael Humphries, as President of Thousand Oaks At Congress Homeowners' Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.



  
Name: Alice Allen  
Notary Public, State of Florida  
at Large

My Commission Expires:

All of "Thousand Oaks", according to the plat thereof, as recorded in Plat Book 100 at pages 135 through 143, of the Public Records of Palm Beach County, Florida, Florida.

H:\library\Content\en-DR\Horton\036762\document\exhibit-a-january22-04.wpd

EXHIBIT "A"

Name:  
Address:

428-62  
09/05/2003 15:49:31 200305.1  
OR BK 15802 PG 1037  
Palm Beach County, Florida

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this 28<sup>th</sup> day of August, 2003, by D.R. Horton Homes, 1192 East Newport Center Drive, Suite 150, Deerfield Florida 33442 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Palm Beach County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct Congress Ave PUD ("Project") at a site in Palm Beach County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. 50-06031-P ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or

Standard form - July, 2001

upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

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h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

12. All notices, consents, approvals or other communications hereunder shall

Standard Form - July, 2001

be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Palm Beach County.

TO HAVE AND TO HOLD unto Granlee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Granlee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Paul Romanowski has hereunto set its authorized hand this 28 day of August, 2003.

Signed, sealed and delivered in our presence as witnesses:

D.R. Horizon, Inc  
A Florida corporation

[Signature]  
Print Name: Karl H. Hutton

By: [Signature]  
Print Name: Paul Romanowski  
Title: Vice President

[Signature]  
Print Name: Amy H. Hutton

STATE OF FLORIDA

) ss:

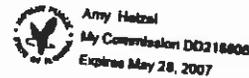
COUNTY OF Broward

On this 2 day of September, 2007 before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) Vice President of (corporation) D.R. Horton, Inc., a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Amy Hetzel  
Print Name:



My Commission Expires: May 28, 2007

South Florida Water Management District  
Legal Form Approved  
Date: July, 2001

Standard form - July, 2001

951 Broken Sound Parkway, Suite 100  
Boca Raton, Florida 33487

# PERIMETER

Surveying and Mapping  
Certificate of Authorization No. LB7264

Tel. (561) 2-  
Fax (561) 2-

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) CONSERVATION AREAS - THOUSAND OAKS

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 01° 02' 55" WEST, ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 30, A DISTANCE OF 2631.80 FEET TO THE CENTER OF SAID SECTION 30; THENCE SOUTH 87° 51' 56" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER, A DISTANCE OF 1387.11 FEET; THENCE NORTH 29° 49' 57" EAST, A DISTANCE OF 67.77 FEET TO THE POINT OF BEGINNING ("A") OF THE HERINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 87° 51' 56" WEST, A DISTANCE OF 190.49 FEET; THENCE NORTH 31° 47' 10" EAST, A DISTANCE OF 306.09 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 02° 37' 38" EAST; THENCE EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 64° 36' 40", A DISTANCE OF 225.54 TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT, THENCE NORTHEASTERLY, ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 1928.40 FEET AND A CENTRAL ANGLE OF 05° 54' 02", A DISTANCE OF 198.59 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24° 10' 22" EAST, A DISTANCE OF 19.53 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 258.20 FEET AND A CENTRAL ANGLE OF 100° 57' 58", A DISTANCE OF 455.00 TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 08° 18' 44" WEST (SAID POINT ALSO TO KNOWN HERINAFTER AS POINT "B"); THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 01° 28' 42", A DISTANCE OF 27.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 990.00 FEET AND A CENTRAL ANGLE OF 08° 12' 41", A DISTANCE OF 141.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY, ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 542.50 FEET AND A CENTRAL ANGLE OF 12° 26' 57", A DISTANCE OF 117.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 16° 56' 21", A DISTANCE OF 70.95 FEET; THENCE SOUTH 38° 11' 17" EAST, ALONG A LINE NON-RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, A DISTANCE OF 14.65 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 80° 28' 13" WEST; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1993.00 FEET AND A CENTRAL ANGLE OF 25° 12' 40", A DISTANCE OF 876.96 TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC SAID CURVE, HAVING A RADIUS OF 2381.83 FEET AND A CENTRAL ANGLE OF 04° 05' 37", A DISTANCE OF 170.17 FEET TO THE POINT OF BEGINNING

TOGETHER WITH

COMMENCING AT SAID POINT "B"; THENCE NORTH 5° 20' 09" WEST, A DISTANCE OF 149.88 FEET TO POINT "C", BEING THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PARCEL OF LAND. THENCE NORTH 22° 03' 36" WEST, A DISTANCE OF 178.75 FEET; THENCE NORTH 35° 41' 00" WEST, A DISTANCE OF 195.02 FEET; THENCE NORTH 11° 21' 07" WEST, A DISTANCE OF 130.49 FEET; THENCE NORTH 04° 46' 32" WEST, A DISTANCE OF 361.04 FEET; THENCE NORTH 02° 30' 16" EAST, A DISTANCE OF 64.40 FEET; THENCE SOUTH 87° 18' 50" EAST, A DISTANCE OF 284.11 FEET; THENCE NORTH 71° 06' 39" EAST, A DISTANCE OF 20.29 FEET; THENCE NORTH 82° 39' 01" EAST, A DISTANCE OF 99.46 FEET; THENCE SOUTH 17° 06' 08" EAST, A DISTANCE OF 181.40 FEET; THENCE SOUTH 11° 47' 33" EAST, A DISTANCE OF 162.85 FEET; THENCE SOUTH 06° 28' 58" EAST, A DISTANCE OF 162.85 FEET; THENCE SOUTH 01° 10' 24" EAST, A DISTANCE OF 162.85 FEET; THENCE SOUTH 04° 08' 11" WEST, A DISTANCE OF 181.90 FEET; THENCE SOUTH 76° 27' 29" WEST, A DISTANCE OF 73.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 11° 38' 14", A DISTANCE OF 192.95 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AND CONTAIN 11.27 ACRES, MORE OR LESS.

### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

*[Signature]*  
JEFF S. HODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. L55111

LAST DATE OF FIELD WORK: NOT A SURVEY

### NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO SEARCH OF THE PUBLIC RECORDS WAS MADE IN THE PREPARATION OF THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 30-42-43, HAVING A BEARING OF NORTH 87° 18' 50" WEST, ACCORDING TO THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT.

JOB NO.	02122	Project Name	THOUSAND OAKS	DWG BY	JSH	SCALE	1"=200'
Task	CONSERVATION EASEMENT	CK'D BY	J5	DATE	6/30/2003	SHEET 1 OF 2	
EXHIBIT "B"							
Page 6 of 7							

Exhibit A

John H. Wilken, Clerk

# PERIMETER

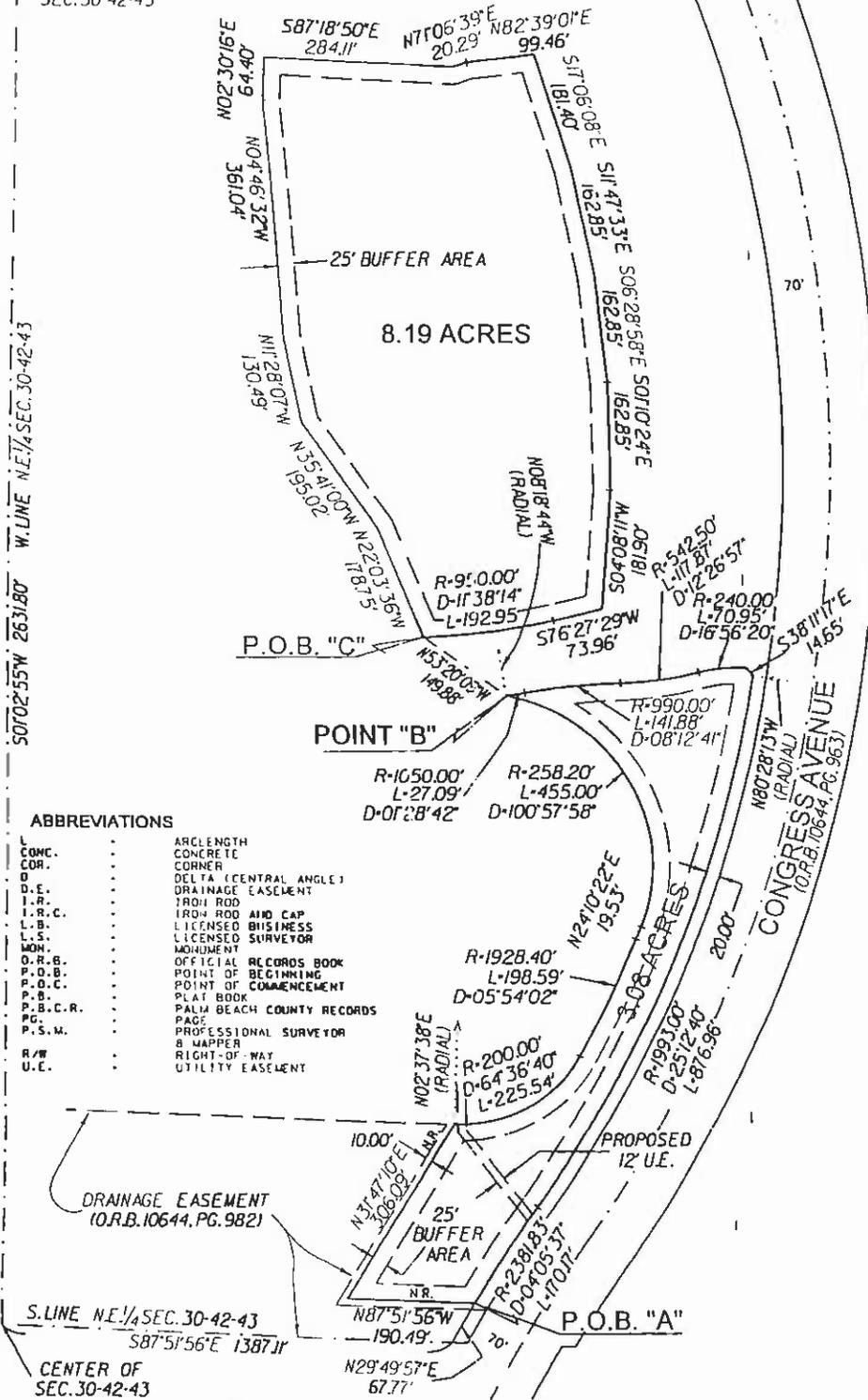
951 Broken Sound Parkway, Suite 108  
Boca Raton, Florida 33487

Surveying and Mapping  
Certificate of Authorization No. 1B7264

Tel: (561) 241-9900  
Fax: (561) 241-5118

## SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

P.O.C.  
N<sup>1</sup>/<sub>4</sub> CORNER  
SEC. 30-42-43



**ABBREVIATIONS**

L	ARCLength
CONC. COR.	CONCRETE CORNER
D	DELTA (CENTRAL ANGLE)
D.E.	DRAINAGE EASEMENT
I.R.	IRON ROD
I.R.C.	IRON ROD AND CAP
L.B.	LICENSED BUSINESS
L.S.	LICENSED SURVEYOR
MON.	MONUMENT
O.R.B.	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
P.G.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT

JOB NO.	02122	Project Name	THOUSAND OAKS CONSERVATION EASEMENT	DWG BY:	JSH	SCALE:	1"=200'
DATE	6/13/2003	DATE	6/30/2003	CR'D BY:	JS	DATE:	6/13/2003
EXHIBIT B				SHEET 2 OF 7			



700 62

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD GENERAL PERMIT NO. 50-06031-P  
DATE ISSUED: October 9, 2003**

Form #0941  
08/95

**PERMITTEE:** D R HORTON INC  
1192 E NEWPORT CENTER DR STE 150  
DEERFIELD BEACH, FL 33442

**PROJECT DESCRIPTION:** Construction and operation of a surface water management system serving 91.4 acres of residential development known as Thousand Oaks.

**PROJECT LOCATION:** PALM BEACH COUNTY, SEC 30 TWP 42S RGE 43E

**PERMIT DURATION:** See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 030814-7, dated August 14, 2003. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

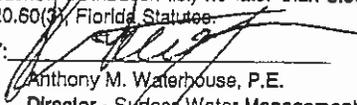
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 5 ),
3. the attached 13 Special Conditions (See Pages : 5 - 5 of 5 ) and
4. the attached 2 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 9th day of October, 2003, in accordance with Section 120.60(3), Florida Statutes.

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

Certified mail number 7003 1010 0004 2586 6304

### GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0861. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the

### GENERAL CONDITIONS

- approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.
8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
  9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
  10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
  11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
  12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
  13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
  14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
  15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 873.421(2), F.S., provides otherwise.
  16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and

**GENERAL CONDITIONS**

40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on October 9, 2008.
2. Operation of the surface water management system shall be the responsibility of the Thousand Oaks Master Association, Inc. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
1-4' WIDE SHARP CRESTED weir with crest at elev. 11.3' NGVD.  
1-7.42' W X 7.6' H RECTANGULAR ORIFICE with invert at elev. 7.1' NGVD.  
  
Receiving body : C-17 Canal  
Control elev : 7.1 feet NGVD.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debrls. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
10. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
11. Minimum building floor elevation: Basin: Thousand Oaks - 14.00 feet NGVD.
12. Minimum road crown elevation: Basin: Thousand Oaks - 11.10 feet NGVD.
13. All surface water management and environmental conditions and exhibits of permit number 50-06031-P included in the previous permit for this development are still in effect and hereby incorporated within this permit modification by reference unless specifically revised in this modification.

## 40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding

or other legal appeals.

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

(d) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

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

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

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

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

## 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 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

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

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

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

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

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

#### MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

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

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

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

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

#### VARIANCES AND WAIVERS

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

- (a) the caption shall read:  
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;

- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

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

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

#### WAIVER OF RIGHTS

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

#### 28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
  - (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
  - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (f) A demand for relief.

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

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

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

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

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

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

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

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

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

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

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

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

**28-107.005 EMERGENCY ACTION**

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

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

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

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

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

Last Date For Agency Action: 13-OCT-2003

**GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT**

Project Name: Thousand Oaks (Congress Avenue Pud)  
Permit No.: 50-06031-P  
Application No.: 030814-7  
Application Type: Environmental Resource (General Permit Modification)  
Location: Palm Beach County, S30/T42S/R43E  
Permittee: D R Horton Inc  
Operating Entity: Thousand Oaks Master Association, Inc.  
Project Area: 91.4 acres  
Project Land Use: Residential  
Drainage Basin: C-17  
Receiving Body: C-17 Canal  
Special Drainage District: NA  
Mitigation Previously Permitted: Yes  
Conservation Easement To District: No  
Sovereign Submerged Lands: No

Class: CLASS III

**PROJECT PURPOSE:**

This application is a request for construction and operation of a surface water management (SWM) system serving 91.40 acres of residential development known as Thousand Oaks. The SWM system discharges to the C-17 Canal. Staff recommends approval with conditions.

**PROJECT EVALUATION:**

**PROJECT SITE DESCRIPTION:**

This site is within the C-17 Drainage Basin and is located in the southwest intersection of Silver Beach Road and Congress Avenue, in the City of Riviera Beach (see Exhibit 1A). The project is in flood zone AB and B with a 100-year flood elevation of 13.0' NGVD. The site is presently undeveloped.

Permit No. 50-06031-P was issued on August 13, 2003 for conceptual approval of a 91.4-acre residential development known as Congress Avenue PUD. The permit included construction and operation approval for clearing, rough grading and excavation of the lakes.

**PROPOSED PROJECT:**

This application is a request for construction and operation of a SWM system serving 91.4 acres of residential development known as Thousand Oaks. Proposed development includes 221 single-family homes, 231 triplex units and 244 townhomes, with associated recreational facilities, utilities and pavement/roadway areas. Runoff from the site will be collected by a series of inlets and culverts and directed to the wet detention lakes of the master SWM system. The master system will provide the required water quality treatment and storm attenuation before discharging to the C-17 Canal.

Calculations submitted with the conceptual application demonstrate that the required compensating floodplain storage has been provided for the proposed development.

**LAND USE:**

Construction:  
Project:

	Previously Permitted	This Phase	Total Project	
Building Coverage	.00	22.25	22.25	acres
Lake	8.94	.00	8.94	acres
Lake Bank	4.85	.00	4.85	acres
Pavement	.00	21.73	21.73	acres
Pervious	.00	26.52	26.52	acres
Wetland	7.11	.00	7.11	acres
<b>Total:</b>	<b>20.90</b>	<b>70.50</b>	<b>91.40</b>	

**WATER QUANTITY:**

**Discharge Rate :**

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

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 13.6 Inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Thousand Oaks	8.95	Discharge Formula	8.6	11

**Finished Floors :**

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 19 Inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Thousand Oaks	12.6	14	13

**Road Design :**

Road Storm Frequency : 10 YEAR-1 DAY Design Rainfall: 9 Inches -

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Thousand Oaks	9.65	11.1

**Receiving Body :**

Basin	Str.#	Receiving Body
Thousand Oaks	CS1	C-17 Canal

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

**Bleeders:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Ele
Thousand Oaks	CS1	1	Rectangular Orifice	1.42'	.6'				7.1

**Wells:**

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Thousand Oaks	CS1	1	Sharp Crested	4'				11.3 (crest)

**WATER QUALITY:**

No adverse water quality impacts are anticipated as a result of this project. Water quality treatment will be provided in the lakes as calculated by 1" over the project area. Turbidity and erosion control measures will be maintained onsite through construction, as indicated on the attached exhibits.

**WETLANDS:**

Wetland impacts and mitigation have been addressed and previously permitted (Ap # 021213-13), and will be accomplished with the first phase of construction. This application does not propose any additional impacts. According to the work schedule submitted in the conceptual application and compliance site visits, the applicant is currently in compliance with all conditions previously permitted.

**CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:**

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

**RELATED CONCERNS:**

**Water Use Permit Status:**

Water Use Permit No. 50-06030-W was issued for landscape irrigation within the project. The applicant has previously indicated that the proposed lakes will be excavated in the wet condition, therefore, no dewatering activities are proposed at this time.

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

**Right-Of-Way Permit Status:**

Permit No. 12078 has been issued for the proposed outfall connection through the C-17 Right-of-Way.

**Historical/Archeological Resources:**

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

**DCA/CZM Consistency Review:**

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

**Enforcement:**

There has been no enforcement activity associated with this application.

**STAFF REVIEW:**

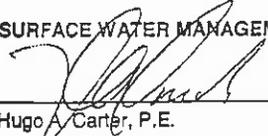
**DIVISION APPROVAL:**

**NATURAL RESOURCE MANAGEMENT:**

  
\_\_\_\_\_  
Edward Cronyn

DATE: 10-2-03

**SURFACE WATER MANAGEMENT:**

  
\_\_\_\_\_  
Hugo A. Carter, P.E.

DATE: 8 Oct 03

# City Of Riviera Beach, Florida

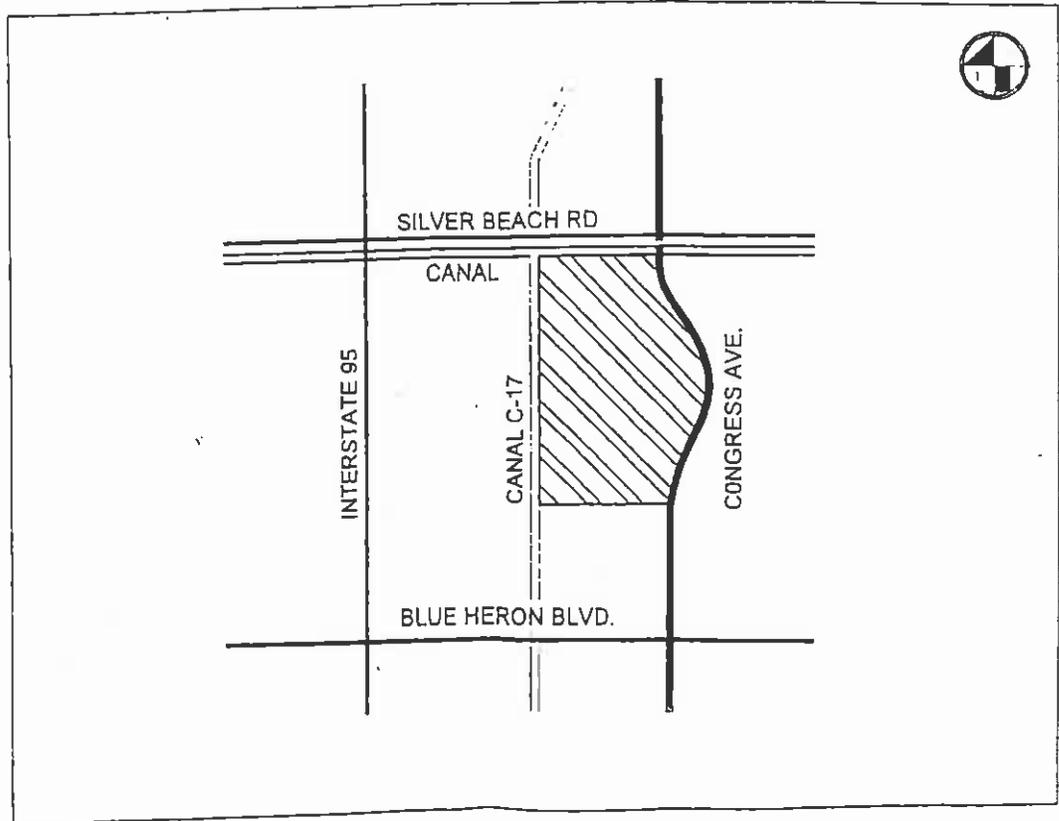


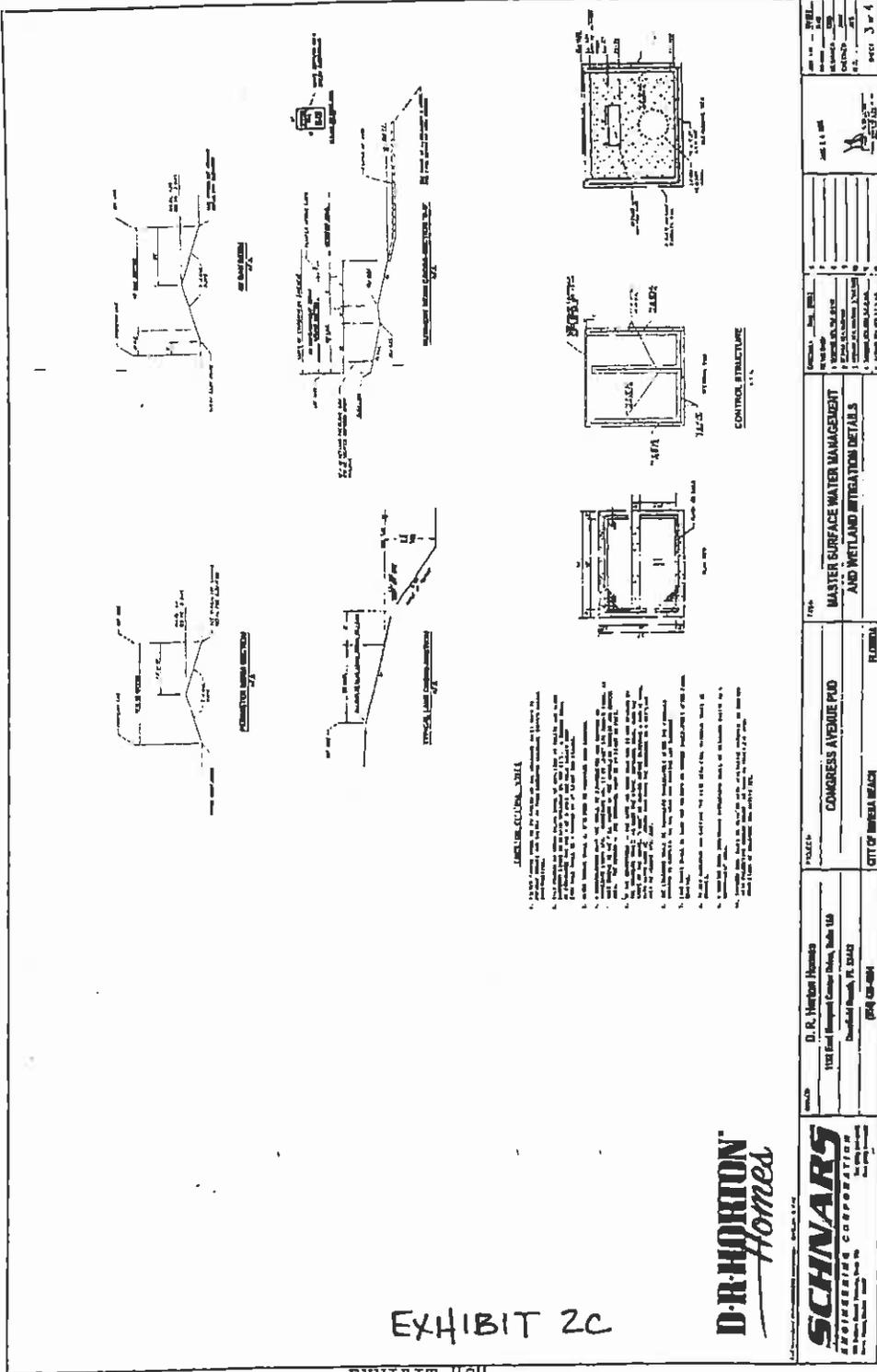
EXHIBIT 1

LOCATION MAP

§ 30, T 42S, R 43E







**GENERAL NOTES:**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
7. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORKING SITE AT ALL TIMES.
8. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
10. ALL CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

EXHIBIT 2C

**D. R. HORTON**  
Homes

**SCHNARS**  
ENGINEERS & ARCHITECTS  
1100 E. UNIVERSITY AVENUE, SUITE 100  
TALLAHASSEE, FLORIDA 32310  
(904) 838-0800

PROJECT: D. R. Horton Homes  
1100 E. University Avenue, Suite 100  
Tallahassee, FL 32310  
(904) 838-0800

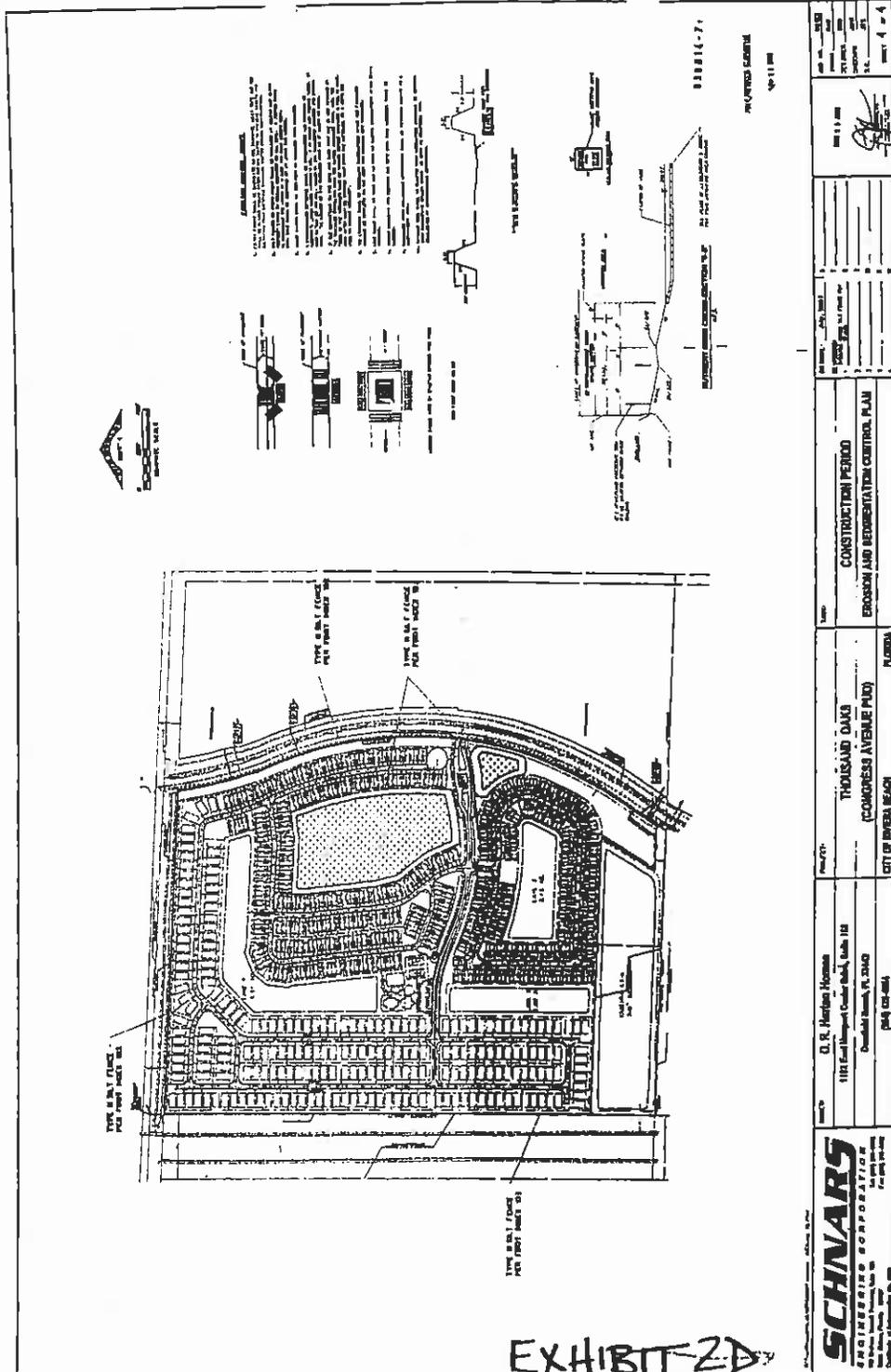
CONGRESS AVENUE PID  
CITY OF MIAMI BEACH  
FLORIDA

1100  
MASTER SURFACE WATER MANAGEMENT  
AND WETLAND MITIGATION DETAILS

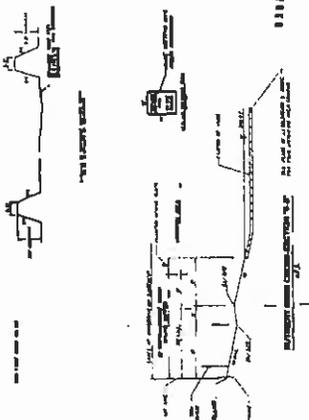
REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/08	ISSUED FOR PERMITS

DATE: 08/11/08  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: AS SHOWN  
SHEET NO. 3 OF 4



SECTION 1  
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 SECTION 3  
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PROJECT NUMBER  
 10-11-100

<b>SCHNARS</b> ENGINEERING CORPORATION 1111 East Thousand Oaks Blvd., Suite 118 Thousand Oaks, CA 91320 (805) 499-8844 Fax: (805) 499-8845	Project # 10-11-100	Client CITY OF INVERSA BEACH FLORIDA	Location THOUSAND OAKS (COMGRESS AVENUE PLUS)	Title CONSTRUCTION PERIOD PROGRAM AND DEMONSTRATION CONTROL PLAN	Date 10-11-100	Scale AS SHOWN	Drawing No. 10-11-100-01
	Designer D. R. Harding, Norman 1111 East Thousand Oaks Blvd., Suite 118 Thousand Oaks, CA 91320 (805) 499-8844	Project Name THOUSAND OAKS (COMGRESS AVENUE PLUS)	City CITY OF INVERSA BEACH FLORIDA	Project Description CONSTRUCTION PERIOD PROGRAM AND DEMONSTRATION CONTROL PLAN	Date 10-11-100	Scale AS SHOWN	Drawing No. 10-11-100-01

EXHIBIT 2A

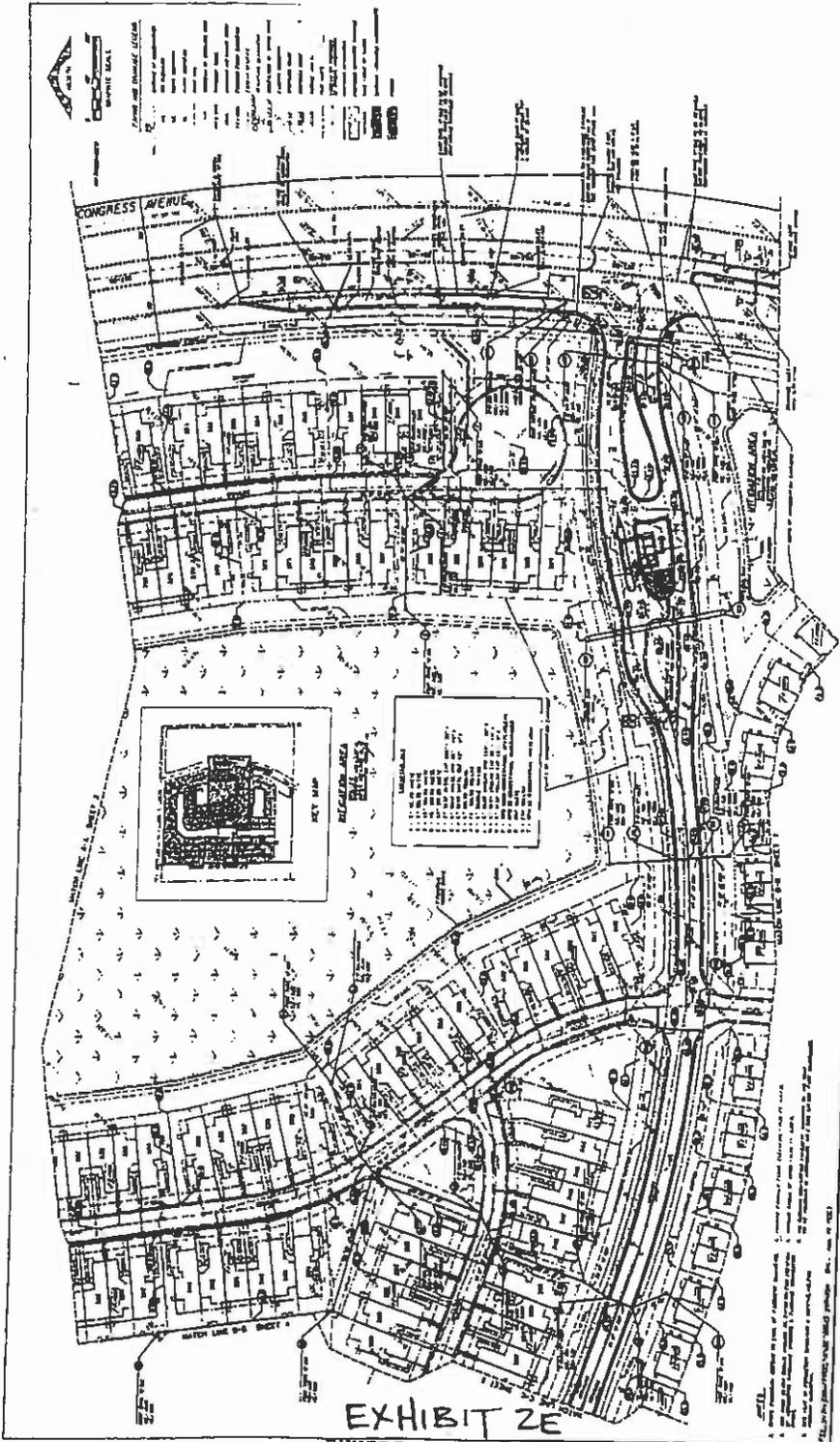


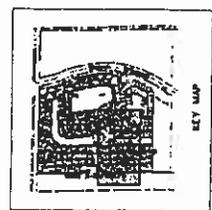
EXHIBIT 2E  
EXHIBIT "C"

<b>SCHNARS</b> ENGINEERING CORPORATION 1102 East Municipal Center Drive, Suite 114 Thousand Oaks, CA 91320 Phone (805) 480-1400		Project No. 111188 Date 11/18/88 Scale 1" = 40'	Sheet No. 1 of 1
Client:	City:	State:	Date:
Project:	Title:	Author:	Check:
Drawn by:	Title:	Date:	Scale:
Checked by:	Title:	Date:	Scale:
Approved by:	Title:	Date:	Scale:
Project No. 111188 Title: THOUSAND OAKS (CONGRESS AVENUE PUD) CITY OF THOUSAND OAKS, CALIFORNIA	Project No. 111188 Title: PAVING, GRADING AND DRAINAGE PLAN	Author:	Check:



**LEGEND**

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**GENERAL AND SPECIAL NOTES**

1. All dimensions are in feet or fractions of feet.
2. All elevations are in feet above mean sea level.
3. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
4. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
5. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
6. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
7. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
8. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
9. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
10. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.

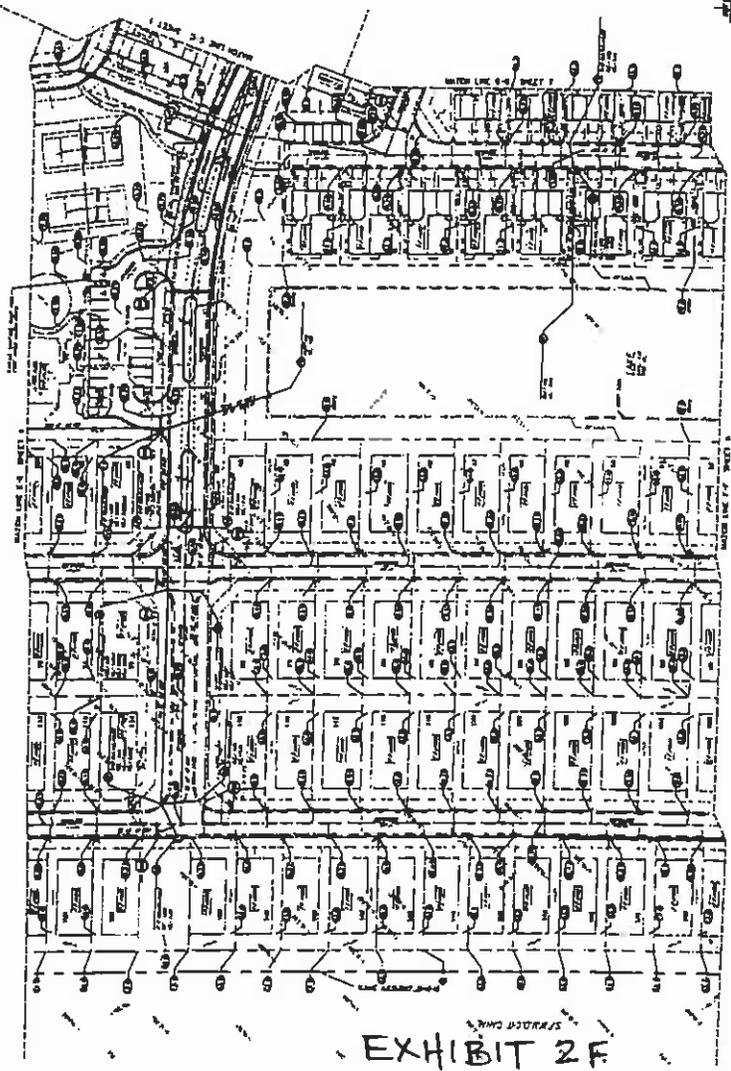
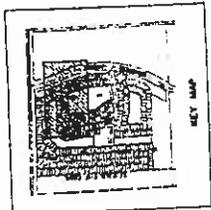
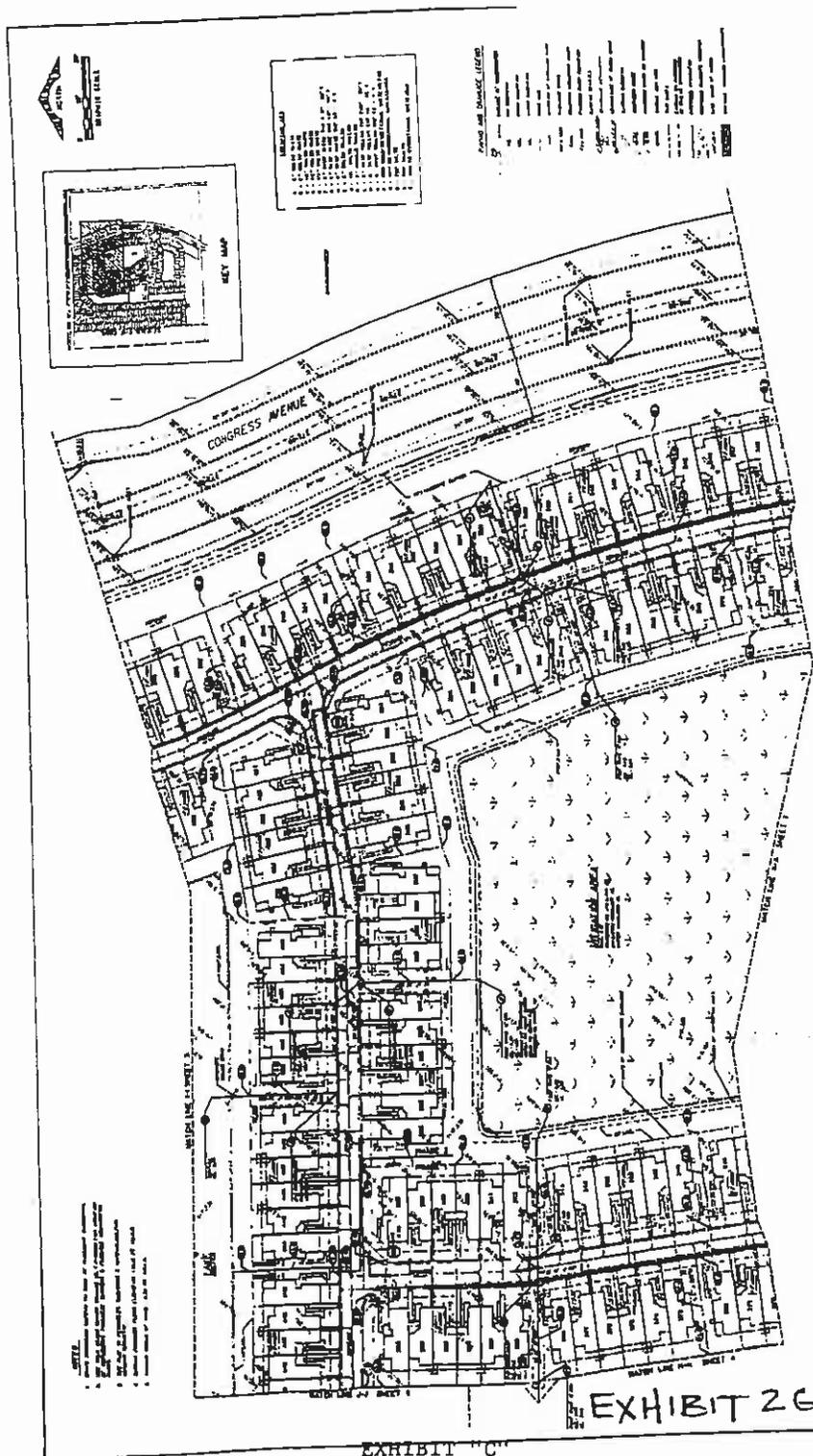


EXHIBIT 2F

- NOTES**
1. All dimensions are in feet or fractions of feet.
  2. All elevations are in feet above mean sea level.
  3. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
  4. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.
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  10. All proposed structures are to be constructed in accordance with the City of Miami Beach Ordinance No. 10-10-10.

<b>SCHNARS</b> ENGINEERING CORPORATION 1101 East Sunset Drive, Suite 104 Deerfield Beach, FL 33442 (561) 441-1111 Fax: (561) 441-1112		PROJECT: THOUSAND OAKS (CONGRESS AVENUE PLD) CITY OF MIAMI BEACH FLORIDA		DRAWN BY: D. R. HARTMAN 1101 East Sunset Drive, Suite 104 Deerfield Beach, FL 33442 (561) 441-1111		DATE: 11/11/04 SHEET: 2 OF 13	
PROJECT: THOUSAND OAKS (CONGRESS AVENUE PLD) CITY OF MIAMI BEACH FLORIDA		TITLE: PAVING, GRASSING AND DRAINAGE PLAN		SCALE: AS SHOWN		DATE: 11/11/04	



**LEGEND**

1	Proposed Building Footprints
2	Proposed Parking Spaces
3	Proposed Driveways
4	Proposed Sidewalks
5	Proposed Streets
6	Proposed Grading
7	Proposed Drainage Channels
8	Proposed Storm Sewer
9	Proposed Sanitary Sewer
10	Proposed Water Mains
11	Proposed Gas Mains
12	Proposed Electric Mains
13	Proposed Telephone Mains
14	Proposed Cable Mains
15	Proposed Fire Hydrants
16	Proposed Streetlights
17	Proposed Trees
18	Proposed Landscaping
19	Proposed Fences
20	Proposed Signs
21	Proposed Other Structures

**GENERAL NOTES**

1. All dimensions are in feet and inches.
2. All elevations are in feet above mean sea level.
3. All proposed structures shall be constructed in accordance with the City of Memphis Building Code.
4. All proposed parking spaces shall be constructed in accordance with the City of Memphis Parking Code.
5. All proposed drainage channels shall be constructed in accordance with the City of Memphis Drainage Code.
6. All proposed storm sewer shall be constructed in accordance with the City of Memphis Storm Sewer Code.
7. All proposed sanitary sewer shall be constructed in accordance with the City of Memphis Sanitary Sewer Code.
8. All proposed water mains shall be constructed in accordance with the City of Memphis Water Main Code.
9. All proposed gas mains shall be constructed in accordance with the City of Memphis Gas Main Code.
10. All proposed electric mains shall be constructed in accordance with the City of Memphis Electric Main Code.
11. All proposed telephone mains shall be constructed in accordance with the City of Memphis Telephone Main Code.
12. All proposed cable mains shall be constructed in accordance with the City of Memphis Cable Main Code.
13. All proposed fire hydrants shall be constructed in accordance with the City of Memphis Fire Hydrant Code.
14. All proposed streetlights shall be constructed in accordance with the City of Memphis Streetlight Code.
15. All proposed trees shall be constructed in accordance with the City of Memphis Tree Code.
16. All proposed landscaping shall be constructed in accordance with the City of Memphis Landscaping Code.
17. All proposed fences shall be constructed in accordance with the City of Memphis Fence Code.
18. All proposed signs shall be constructed in accordance with the City of Memphis Sign Code.
19. All proposed other structures shall be constructed in accordance with the City of Memphis Other Structure Code.

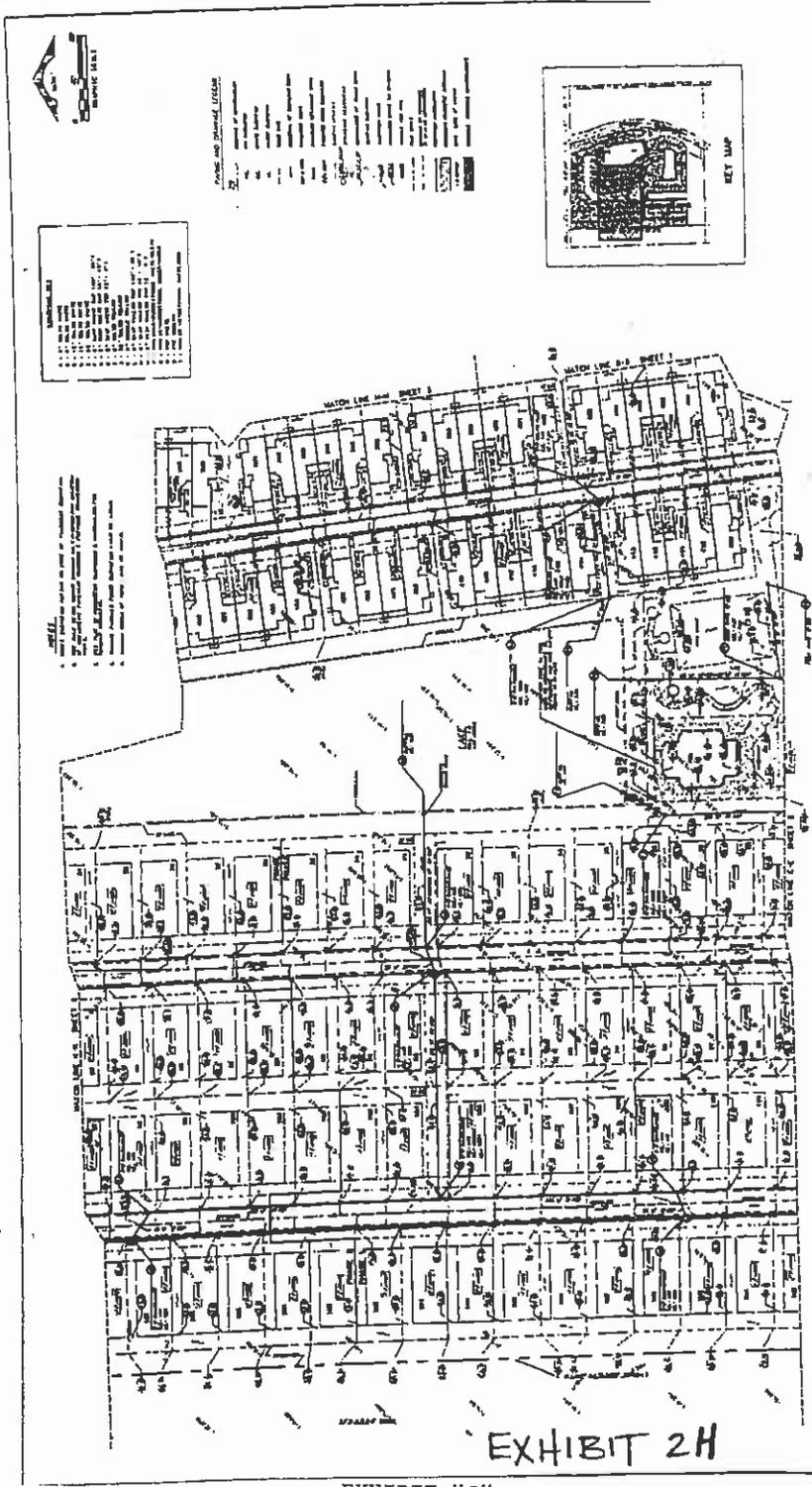
**NOTES**

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18. All proposed signs shall be constructed in accordance with the City of Memphis Sign Code.
19. All proposed other structures shall be constructed in accordance with the City of Memphis Other Structure Code.

**EXHIBIT 2G**

**EXHIBIT 10**

<b>SCHNARS</b> ENGINEERING CORPORATION 111 East Memphis Center Drive, Suite 110 Donelson South, TN 37042 (615) 261-1111 Fax: (615) 261-1112		Project No. <b>01-1111</b> Date <b>12/15/01</b>		City <b>Memphis, TN</b>		State <b>TN</b>	
Client <b>City of Memphis</b>		Project Name <b>Parking, Grading and Drainage Plan</b>		Scale <b>1" = 10'</b>		Sheet No. <b>2G</b> of <b>3</b>	
Designer <b>D. L. Herbin</b>		Checker <b>D. L. Herbin</b>		Date <b>12/15/01</b>		Project No. <b>01-1111</b>	
Engineer <b>D. L. Herbin</b>		License No. <b>1111</b>		State <b>TN</b>		Project No. <b>01-1111</b>	



**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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**PAVING AND DRAINAGE DETAILS**

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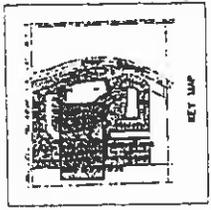
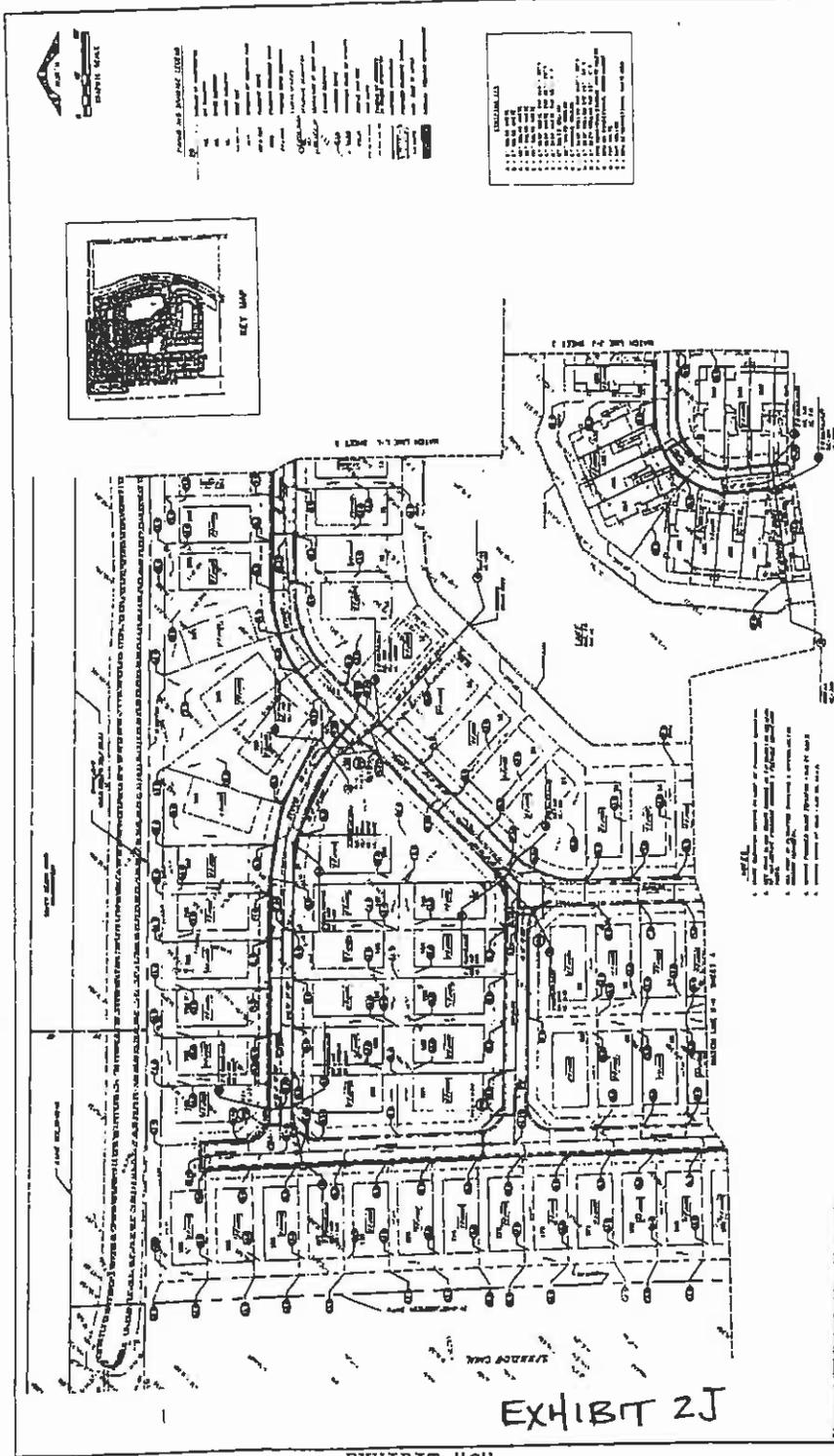


EXHIBIT 2H

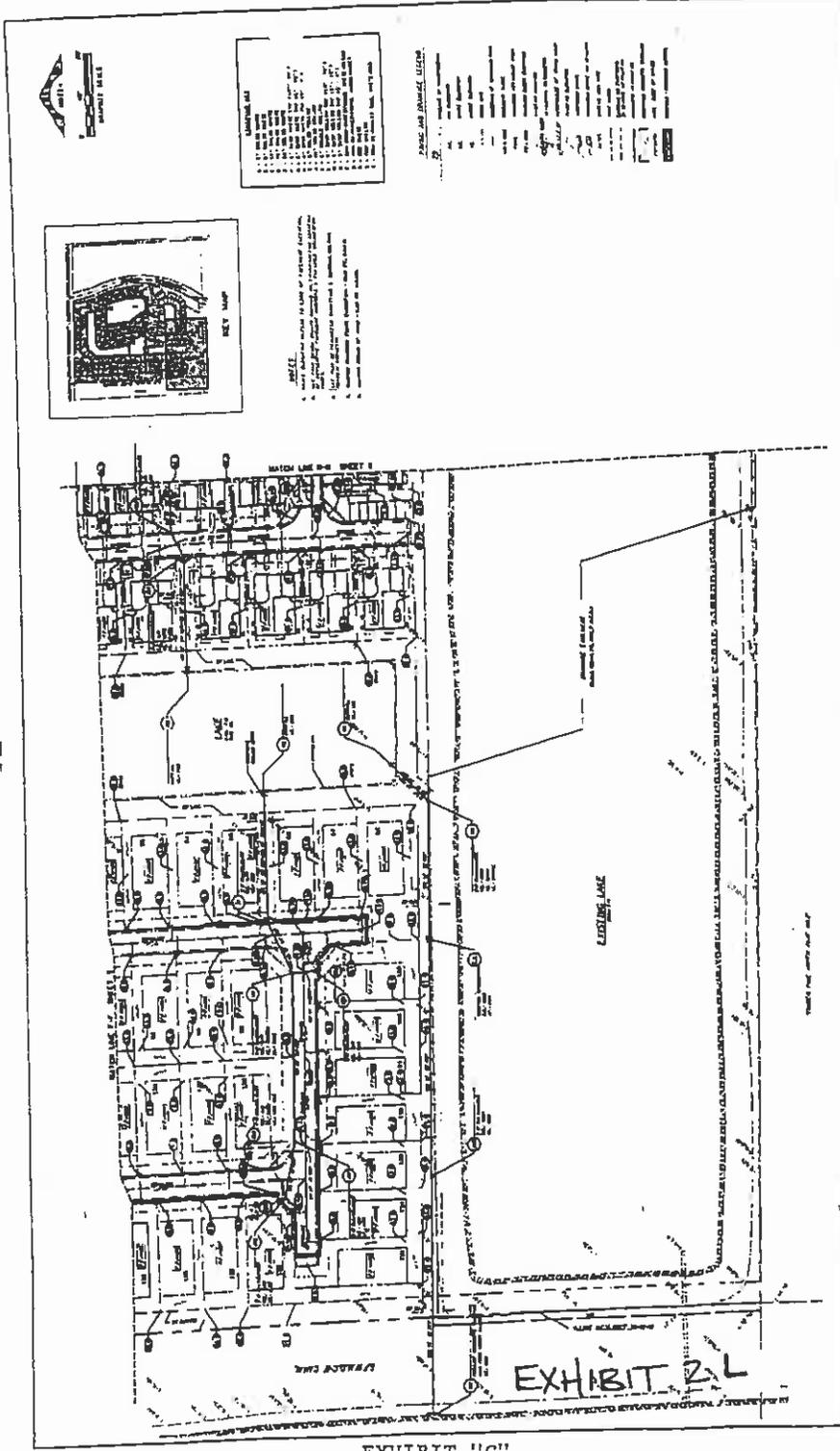
<p><b>SCHNARS</b> ENGINEERING CORPORATION 100 East Hampton Court, Suite 100 Dunedin, FL 34626 (813) 251-1000</p>		<p>DATE: 11/14/12</p>	
<p>PROJECT: THOUSAND OAKS (CONGRESS AVENUE PLOT) CITY OF TAMPA, FLORIDA</p>		<p>SCALE: 1" = 20'</p>	
<p>DESIGNED BY: D. R. HARTMAN</p>		<p>DATE: 11/14/12</p>	
<p>100 East Hampton Court, Suite 100 Dunedin, FL 34626 (813) 251-1000</p>		<p>DATE: 11/14/12</p>	



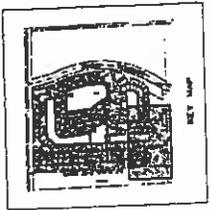


<b>SCHNARS</b> ENGINEERS & ARCHITECTS 1101 East Bay Street, Suite 110 Dunedin, FL 34628 Phone: (813) 261-1111 Fax: (813) 261-1112		<b>PROJECT</b> THOUSAND OAKS (CONGRESS AVENUE PILOT) CITY OF BERRARD BEACH FLORIDA		<b>DATE</b> 11/15/2011	
<b>CLIENT</b> D. R. Heston Homes 1101 East Bay Street, Suite 110 Dunedin, FL 34628 Phone: (813) 261-1111		<b>SCALE</b> 1" = 40'		<b>PROJECT NO.</b> 11-001	
<b>DESIGNER</b> D. R. Heston Homes		<b>DATE</b> 11/15/2011		<b>PROJECT NO.</b> 11-001	
<b>DATE</b> 11/15/2011		<b>PROJECT NO.</b> 11-001		<b>PROJECT NO.</b> 11-001	



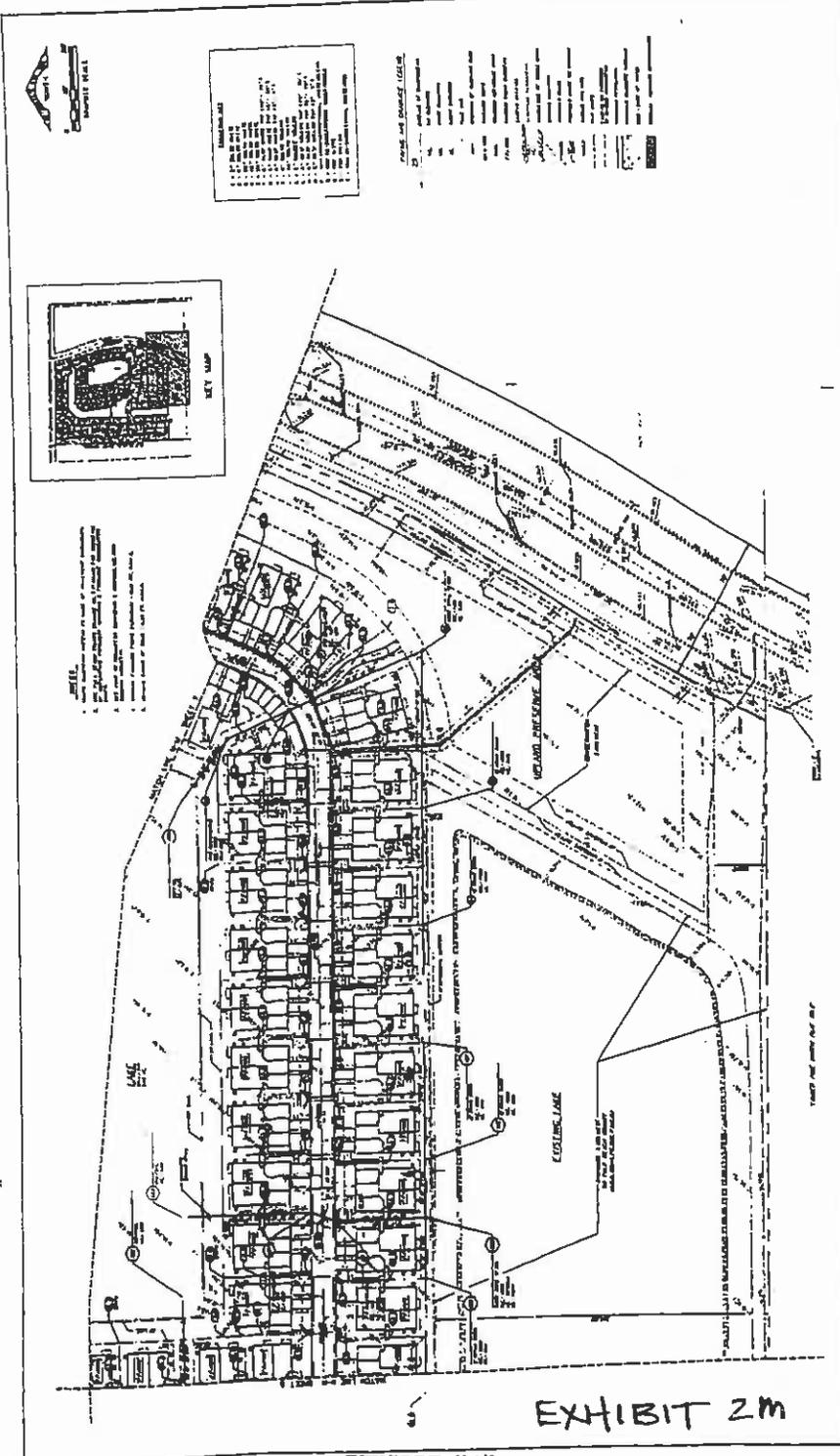


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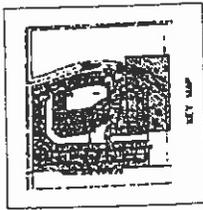
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<p><b>SCHNARS</b> ENGINEERING CORPORATION 110 East Bay Street Dunedin, Florida 34628 Phone: 352-255-1111</p>		<p>Project: <b>THOUSAND OAKS</b> (CONGRESS AVENUE PUD)</p>		<p>City: <b>FLORIDA</b></p>	
<p>Client: <b>D. R. Herndon Holmes</b> 110 East Bay Street, Suite 101 Dunedin, FL 34628 Phone: 352-255-1111</p>		<p>Site: <b>PAVING, GRADING AND DRAINAGE PLAN</b></p>		<p>Scale: 1" = 40'</p>	
<p>Drawn by: [Name]</p>		<p>Checked by: [Name]</p>		<p>Date: [Date]</p>	
<p>Project No. [Number]</p>		<p>Sheet No. [Number]</p>		<p>Part of [Number]</p>	



**NOTES**

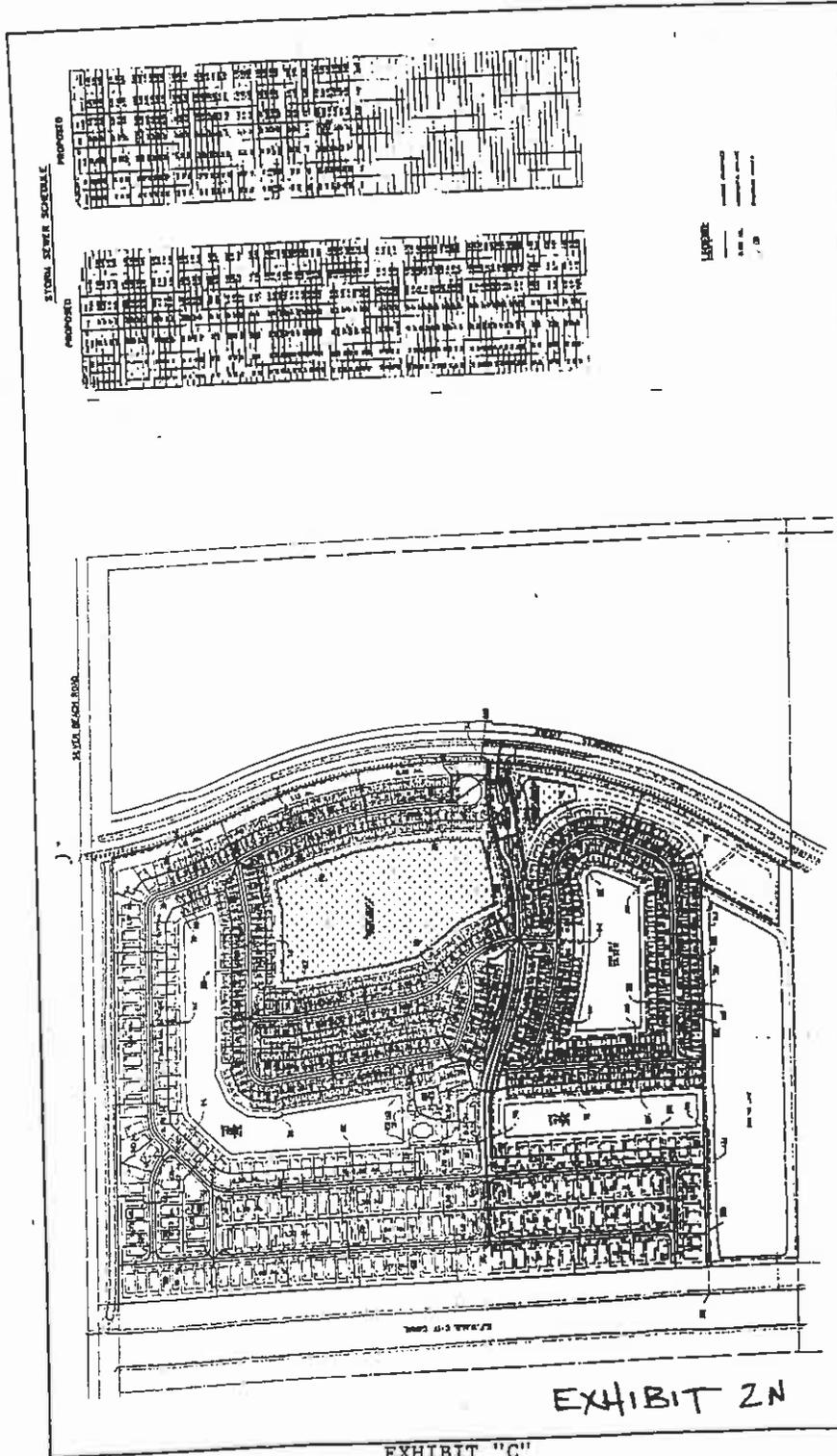
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<p><b>SCHNARS</b> ENGINEERING CORPORATION 1101 East Mangrove Court, Suite 100 Dunedin, Florida, U.S.A. 34620 (813) 251-1111</p>		<p>PROJECT: THOUSAND OAKS (CONGRESS AVENUE PAD) CITY OF HERRING BEACH, FLORIDA</p>	<p>DATE: 11/11/11</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 11-1111</p>
<p>DESIGNED BY: [Signature]</p>	<p>CHECKED BY: [Signature]</p>	<p>DATE: 11/11/11</p>	<p>SCALE: AS SHOWN</p>	<p>PROJECT NO: 11-1111</p>	<p>PROJECT: PAVING, GRADING AND DRAINAGE PLAN</p>

EXHIBIT 2M



<b>SEWER SCHEDULE</b> PROPOSED EXISTING		SHEET NO. 10 OF 13
PROJECT: THOUSAND GEMS (CONGRESS AVENUE ROAD) CITY OF HASEL BEACH FLORIDA		DATE: APR 11, 1968 DRAWN BY: [Signature] CHECKED BY: [Signature]
ENGINEER: D. R. Hartman (Hemlock) 1181 East Newport Center Drive, Suite 104 Deerfield Beach, FL 33441		SCALE: AS SHOWN
<b>SCHNARS</b> ENGINEERING CORPORATION 1000 N. W. 10th Street Ft. Lauderdale, FL 33304 Phone: 561-551-1111		PROJECT NO.: 68-10-001

EXHIBIT "C"

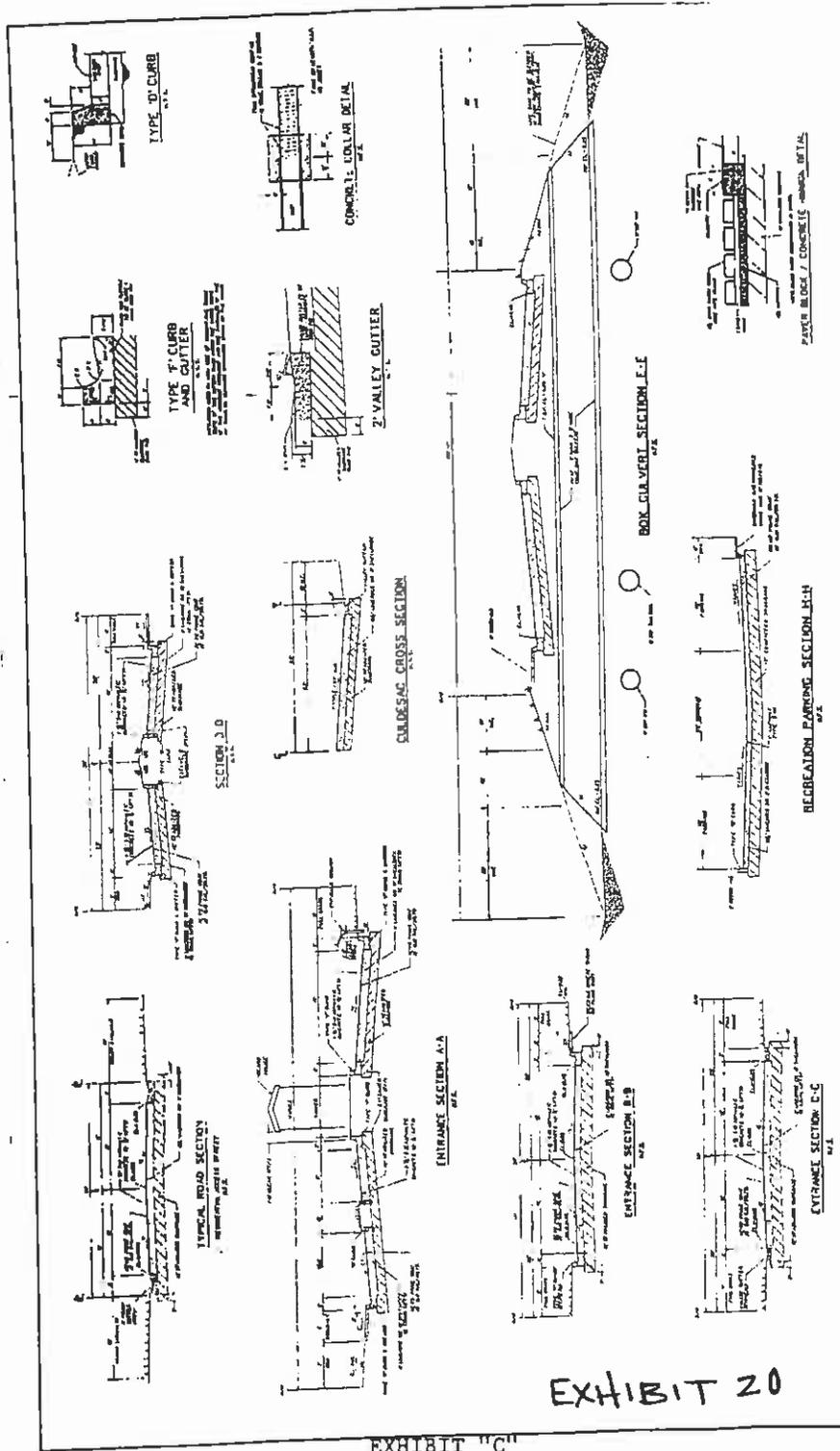


EXHIBIT 20

EXHIBIT "C"

<b>SCHNARS</b> ENGINEERING CORPORATION 1000 N. 10th Street Lincoln, Nebraska 68502 Phone: 402-441-1111 Fax: 402-441-1112		PROJECT: THOUSAND OAKS (CONGRESS AVENUE PUD) CITY OF LINCOLN, NE		DRAWING NO.: 11-10 SHEET NO.: 11-13	
DATE: 11/11/11	SCALE: AS SHOWN	DESIGNED BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	DATE: 11/11/11



## STAFF REPORT DISTRIBUTION LIST

THOUSAND OAKS (CONGRESS AVENUE PUD)

Application No: 030814-7

Permit No: 50-06031-P

### INTERNAL DISTRIBUTION

- X Benjamin Studt - 4250
- X Kevin P. Snell - 4220
- X Donald L. Médellin - 4250
- X Hugo A. Carter, P.E. - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 4230
- X H. Blttaker, PBCSC - 6150
- X Permit File

### EXTERNAL DISTRIBUTION

- X Permittee - D R Horton Inc
- X Engr Consultant - Schnars Engineering Corporation

### GOVERNMENT AGENCIES

- X City Engineer, City of Riviera Beach
- X Div of Recreation and Park - District 7 - FDEP
- X Florida Fish & Wildlife Conservation Commission - Bureau of Protected Species Mgmt
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Mgmt
- X Palm Beach County - Health Dept
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

### OTHER INTERESTED PARTIES

- X Rosa Durando
- X Water Catchment Area Advisory Committee - Ed Dailey
- X Water Management Institute - Michael N. Vanatta

Lots 1 through 221, Block 1 of "Thousand Oaks", according to the plat thereof, as recorded in Plat Book 100, at Page 135 through 143, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "D" (Single Family)

Lots 1, 2 and 3 of Blocks 3 through 79, "Thousand Oaks", according to the plat thereof, as recorded in Plat Book 100, at pages 135 through 143, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "E" (Manor Homes)

Lots 1 through 244, Block 2, "Thousand Oaks", according to the plat thereof, as recorded in Plat Book 100 at pages 135 through 143, of the Public Records of Palm Beach County, Florida.

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EXHIBIT "F" (Townhomes)

## Congress Avenue PUD, Riviera Beach; SFWMD App. No. 021213-13

### *Proposed Mitigation Plan*

The proposed mitigation plan for the Congress Avenue PUD project in Riviera Beach includes the enhancement of 1.35 acres of onsite melaleuca-dominated wetlands, enhancement of 5.9 acres of sawgrass marsh, creation of 1.37 acres of marsh wetlands and preservation/enhancement of 1.92 acres of upland habitat. The mitigation efforts will include the removal of all invasive exotic vegetation, scraping of portions of the existing wetland and adjacent uplands, replacement of suitable soils and replanting of native, wetland-dependent vegetation and upland species. Further, a boxed culvert will be installed under the entrance road of the development to promote wildlife usage of all portions of the preserved wetlands and uplands. These wetland and upland areas will provide valuable habitat diversity and wildlife nesting areas.

The wetland mitigation efforts will commence concurrent with project-related impacts. The specific mitigation sequence will begin with the scrapedown of areas within the mitigation areas to below final grade of elevations between 4.1 and 6.1 NGVD. These areas will be scraped to below final wetland elevation, then replacement of suitable wetland soils to elevations between 5.1 and 7.1 NGVD. The scraped areas will then be replanted with suitable wetland-dependent vegetation (see attached Wetland Mitigation Area Planting Plan). The proposed wetland elevations will be consistent with the proposed wetland mitigation area control elevation of 7.1 NGVD.

The upland mitigation efforts will include grading of portions of the wildlife corridor between the southern extent of the proposed wetland mitigation areas and the existing stormwater lake at the south end of the property adjacent to Congress Avenue, removal of exotic and invasive vegetation from the upland preserve, relocation of native vegetation to the upland preserve from other portions of the site and replanting of additional native vegetation (trees and shrubs) to provide an appropriate density for wildlife habitat.

The Baseline Mitigation Area Monitoring Report will be conducted prior to scraping of the mitigation areas and will be provided to SFWMD and USACE. Site visits will be initiated with SFWMD and USACE staff during the Baseline phase of the project so that the final design parameters may be discussed in the field.

The proposed mitigation efforts will commence no later than June 2003 with the scrapedown of the mitigation areas. Subsequent to the removal of the soils and the exotic vegetation, the Baseline Mitigation Monitoring Report will be provided to SFWMD and USACE staff. Although the earthwork and vegetation removal will be conducted concurrently, the mitigation area and upland preserve replanting will lag slightly behind the vegetation removal. This phase is estimated to be completed by November 2003.

Wetland mitigation area earthwork will continue for approximately four (4) months wherein the ground elevations will be lowered as necessary to the proposed wetland mitigation elevations of 5.1 to 7.1 NGVD. All soils will be used onsite or disposed of in an approved upland area. A 25-foot average upland planted buffer will be constructed around the perimeter of the mitigation areas and included in the Conservation Easement. Improved hydroperiods, water depth and duration of inundation and saturation will be increased as a result of the earthwork and direction of site-generated stormwater to the mitigation area.

Following completion of the wetland mitigation area earthwork an as-built survey of the area will be submitted for review to ensure consistency with the mitigation design. Field evaluations will be requested from SFWMD and USACE compliance staff. Following the field evaluations and confirmation that the wetland mitigation area is at projected elevations, the mitigation areas will be planted according to the Wetland Mitigation Area Planting Plan, see attached plan.

Maintenance and monitoring of the wetland mitigation areas and upland preserve will begin at the Time Zero Mitigation Monitoring Report and continue for a period of five years. Following the acceptance of the mitigation areas and the Time Zero Monitoring Report, the five-year mitigation area maintenance and monitoring phase, and all subsequent maintenance of the mitigation areas will be conducted by the applicant or HOA.



**Congress Avenue PUD, Riviera Beach; SFWMD App. No. 021213-13**  
*Upland Enhancement / Preservation Planting Plan*

Common Name	Botanical Name	- Spacing / Number of Plants	Plant Type / Size	Stratum
oak	<i>Quercus</i> spp.	15 ft. On Center 250	see note	canopy
cabbage palm	<i>Sabal palmetto</i>	15 ft. On Center 125	see note	
cocoplum	<i>Chrysobalanus icaco</i>	5 ft. On Center 485	1 gal.	shrub
wax myrtle	<i>Myrica cerifera</i>	5 ft. On Center 485	1 gal.	
wild coffee	<i>Pyschotria nervosa</i>	5 ft. On Center 350	1 gal.	
firebush	<i>Hamelia patens</i>	5 ft. On Center 350	1 gal.	
Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft. On Center 625	bare root	groundcover
cordgrass	<i>Spartina bakerii</i>	5 ft. On Center 625	bare root	
<b>Total Upland Preserve Plants</b>				
3,295				

Note: The oak and cabbage palm trees to be planted in the upland preserve will consist of relocated trees from other portions of the site and stock material including 3, 5 and 7 gal. trees. Onsite trees will be evaluated for relocation suitability, and will be incorporated into the upland preserve to the greatest extent possible. The relocated trees will be planted towards the interior of the preserve area and stock material will be installed along the perimeter to create a hammock-like habitat. The shrub and groundcover installed will be stock material, and installed between the trees to provide dense coverage.

10/20/03



J.J. GOLDASICH AND ASSOCIATES, INC.

EXHIBIT "G"

**Congress Avenue PUD, Riviera Beach; SFWMD App. No. 021213-13**

*Wetland Mitigation and Upland Buffer Planting Plan*

	Common Name	Botanical Name	- Spacing / Number of Plants	Plant Type / Size	Elevation
Marsh	sawgrass (35%)	<i>Cladium jamaicense</i>	3 ft. On Center 12,145	bare root	5.1-7.1 NGVD
	pickerel weed (25%)	<i>Pontederia cordata</i>	3 ft. On Center 8,675	bare root	5.1-7.1 NGVD
	duck potato (25%)	<i>Sagittaria</i> spp.	3 ft. On Center 8,675	bare root	5.1-7.1 NGVD
	beak rush (15%)	<i>Rhynchospora</i> spp.	3 ft. On Center 5,205	bare root	5.1-7.1 NGVD
Upland Buffer (2.0 ac.)	oak	<i>Quercus</i> spp.	In Pods 50	7 gal.	marsh/lake slope
	oak	<i>Quercus</i> spp.	In Pods 100	3 gal.	marsh/lake slope
	cabbage palm	<i>Sabal palmetto</i>	In Pods 50	7 gal.	marsh/lake slope
	cabbage palm	<i>Sabal palmetto</i>	In Pods 100	3 gal.	marsh/lake slope
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft. On Center 1000	bare root	marsh/lake slope
	cocoplum	<i>Chrysobalanus icaco</i>	5 ft. On Center 600	1 gal.	marsh/lake slope
	cordgrass	<i>Spartina bakerii</i>	5 ft. On Center 1000	bare root	marsh/lake slope
	Simpson's stopper	<i>Myrcianthes fragrans</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
	wild coffee	<i>Psychotria nervosa</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
	firebush	<i>Hamelia patens</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
<b>Total Wetland Mitigation Plants</b>					
34,700					
<b>Total Buffer Plants</b>					
3,800					

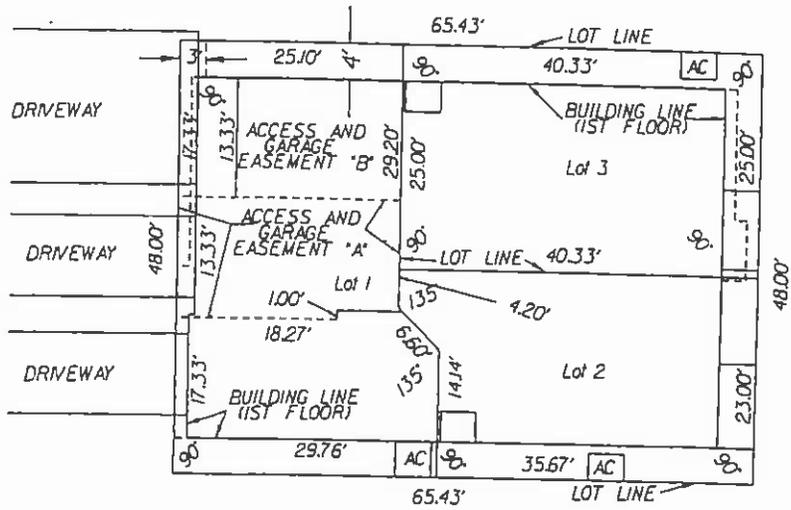
10/20/03



J.J. GOLDSACII AND ASSOCIATES, INC.

EXHIBIT "G"





BLOCKS #3-79  
 (TYPICAL)  
 (NOT TO SCALE)



**BY-LAWS**  
**OF**  
**THOUSAND OAKS MASTER ASSOCIATION, INC.,**  
**a not-for-profit Florida corporation**

**ARTICLE I**

NAME AND LOCATION

The name of the corporation is Thousand Oaks Master Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the offices of Continental Homes of Florida, Inc., 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II**

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time.

B. The terms "Common Area" and "Common Areas" shall mean and refer to those portions of the Property not designated in the Development Plan to be used for the construction of Units and includes those areas shown thereon as "Open Space". Common Areas include Common Property, but said term also refers to portions of the Property which may be intended to be conveyed or dedicated to Sub-Associations rather than the Master Association. Common Areas may be owned by or dedicated to the use of the Master Association or any Sub-Association, and the use of the term "Common Area" shall not denote ownership by the Master Association.

C. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association.

D. "Declarant" shall mean and refer to Continental Homes of Florida, Inc., a Florida corporation, its successors and assigns.

E. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.

F. "Developer" shall mean and refer to any person or business entity who acquires any of the Property for the purpose of improving same and selling same as improved.

G. "Development Plan" shall mean and refer to the approved Site Plan -

Development Order as approved by \_\_\_\_\_. Development Plans are customarily changed by developers as development progresses, and because the future development of Thousand Oaks is subject to revision and change by the Declarant, all references to the Development Plan shall be references to the latest revision approved by the appropriate governmental agencies.

H. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or condominium unit, located within the Property. For the purposes of the Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

I. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association.

J. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, and the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

K. "Master Association" or "Thousand Oaks Master Homeowners' Association" shall mean and refer to Thousand Oaks Master Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

L. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

M. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

N. "Property" or "Thousand Oaks" shall mean and include the real property subject to the Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibit "A". In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Thousand Oaks,

the Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of the Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, or optionee or Sub-Association of access to or from property owned or optioned by said Owner, or optionee or Sub-Association.

O. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

P. "Reasonable Attorneys' Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Thousand Oaks, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

Q. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool, tot lot, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

R. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

S. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

T. "Sub-Association" shall mean and refer to any association which may hereafter be formed to manage and operate Family Dwelling Units, including but not limited to homeowners association, cooperative associations and condominium associations. Any association formed for the purpose of maintaining any lake ("Lake Sub-Association") or any other special feature or facility ("Maintenance Sub-Association") of Thousand Oaks shall be deemed a Sub-Association, but, notwithstanding any other provision of the Declaration to the contrary, no Lake Sub-Association or Maintenance Sub-Association shall be entitled to any vote in the affairs of the Master Association.

U. "Sub-Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any other similar instrument, recorded in the Public Records of Palm Beach County, Florida, affecting or purporting to affect any portion (but not all) of the Property.

V. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than the Declaration which either (1) has the effect of adding or deleting property to Thousand Oaks pursuant to the provisions of Article II of the Declaration, or (2) any such declaration affecting all of the Property.

## ARTICLE III

### MEMBERSHIP

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, any Supplemental Declaration, and any Sub-Declaration applicable to the Owner's Unit, the Articles of Incorporation, these By-Laws, and other rules and regulations of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, and any applicable Sub-Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association.

Section 2. Types of Membership. Membership in the Master Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Class "B" - There shall only be one Class "B" Member (Declarant) for so long as 90% of the Units to be conveyed and constructed under the Development Plan in the Property have not been conveyed to Members other than Declarant, or until December 31, 2008, or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever comes first. Class "B" membership shall be held by the successors or assignee of the Declarant, whose property was acquired by such successor or assignee, provided that (1) such successor or assignee acquires the ownership of the balance of the property then owned by the Declarant from whom such successor or assignee acquired such ownership, and (2) such successor or assignee holds such properties for sale, development, or improvement.

Section 3. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class "A" Member shall have one vote for each Unit owned by said Member.

B. Each Class "B" Member shall be entitled to cast three votes for each

Family Dwelling Unit projected by the Development Plan for any of the Property owned by it from time to time.

C. Notwithstanding the provisions of Paragraph A of this Section 4, all Class "A" Members shall be a member of a Sub-Association, may not cast their votes directly, and shall exercise their voting rights in the Master Association through the actions of the Voting Representative chosen by their Sub-Associations as hereinafter provided. This restriction shall not apply to the Owner of any of the Property as to which a Sub-Association has not been formed (such as the case of a Developer who has not yet established a Sub-Association for his Property).

D. Members who hold more than one membership of a particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.

E. When any property entitling the Owner to membership in the Master Association which is not governed a Sub-Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Master Association, such Owner shall select one official representative to qualify for voting in the Master Association and shall notify the Secretary of the Master Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree upon said vote.

F. Any other provision of these By-Laws to the contrary notwithstanding, any action proposed to be taken by the Master Association which has a material adverse impact upon the Development Plan or commercial activities within the Property shall require approval by the Declarant while the Declarant or its successor or assigns is a Class "B" Member. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Master Association will have a material adverse impact.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles of Incorporation of the Master Association and these By-Laws.

Section 6. Voting Representatives.

A. All Class "A" Members shall exercise their voting rights through their respective Sub-Associations, except as provided in the second sentence in Article III, Paragraph 4(C) of the Declaration. Each Sub-Association shall designate one of its officers, directors, or members as its Voting Representative and another of its officers, directors or members as its Alternate Voting Representative. The Alternative Voting Representative may exercise all of the powers of the Voting Representative in the latter's absence. The Secretary of each Sub-Association shall certify in writing to the Secretary of the Master Association from time to time the identity of that Sub-Association's Voting Representative and Alternate Voting Representative, and the addresses of each, which certification shall remain in full

force and effect until changed. If at any time no such certification is on file with the Secretary of the Master Association with respect to any Sub-Association, the President of said Sub-Association shall be deemed the Voting Representative, and the Vice President of said Sub-Association shall be deemed the Alternative Voting Representative.

B. All notices of meetings and other notices required to be given by the Master Association to either the Sub-Association or to Members shall be sent to both the Voting Representative and the Alternative Voting Representatives (except for those Owners falling within the exception provided in the second sentence of Article III, Paragraph 4(C) of the Declaration), unless said notices relate to individual assessments applicable only against a specific Unit or proposed sanctions against the Owner of a particular Unit.

C. At all meetings of the Master Association in which the membership is entitled to vote, each Voting Representative shall vote the number of Class "A" Membership votes held by his Sub-Association.

D. Voting Representatives may not split the aggregate number of votes which they may cast, and each Voting Representative must cast all of his votes in unison.

Section 7. Voting by Class "B" Member. Each Class "B" Member shall vote all of its votes directly and not through any Voting Representative. Any officer of the Class "B" Member present at any meeting shall be entitled to cast said Member's votes.

Section 8. Changes in Voting Strength. Changes may occur from time to time in the number of Members and the number of Members who are to become members of a particular Sub-Associations, because of:

- A. Changes in the Development Plan;
- B. Amendments of the Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings and the number of votes which may be cast by particular Voting Representatives. No such changes, assuming that they are otherwise properly authorized by changes in the Development Plan, this Declaration, any Supplemental Declaration or any Sub-Declaration, or as set forth in Section 16 of Article IX of the Declaration, shall be subject to objection or question by any Member or Sub-Association, notwithstanding the fact that such Member's or Sub-Association's relative voting strength may be affected thereby.

## ARTICLE IV

### PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Each Member shall be entitled to the use and enjoyment of the Common Property and its facilities as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Property and its facilities to the members of his family, his tenants or contract purchasers, who reside on the Property. Such Member shall notify the secretary in writing of the name of any such party. The rights and privileges of such party are subject to suspension to the same extent as those of the Member.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Corporation shall be managed by a Board of not less than three (3) and no more than five (5) Directors.

Section 2. Election. Directors shall be elected at the annual meeting of the Members. At such annual meeting not less than three (3) and no more than five (5) directors shall be elected and they shall serve until the next annual meeting of the Members or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Corporation. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of the Members.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed with forty-eight (48) hours prior notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Master Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may be also made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. The Nominating Committee shall make as many nominations for election to

the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast their vote with respect to each vacancy for as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

- (a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area and its facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Corporation all powers, duties and authority vested in or delegated to the Corporation, which are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except that the directors appointed by Declarant shall not be subject to this provision; and
- (d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) To supervise all officers, agents and employees of the Corporation and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
  - (1) To take into account the common expenses of the Corporation, the appropriate expenses respecting the personal property taxes levied against the Corporation or the Common Area, and other expenses of the Corporation; and
  - (2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any

person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated have been paid;

- (e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;
- (f) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Corporation;
- (g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) To cause the Common Area to be maintained; and
- (i) To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

## ARTICLE IX

### COMMITTEES

Section 1. The Master Association shall appoint an Architectural Control Committee as described in the Declaration and a Compliance Committee to be appointed by the Board of Directors for purposes of determining whether fines should be assessed against Owners. The Compliance Committee shall consist of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association nor the spouse, parent, child, brother or sister of an officer, director or employee of the Master Association.

Section 2. The Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- (a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;
- (b) A Publicity Committee which shall inform the Members of all activities and functions of the Master Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association; and
- (c) An Audit Committee which shall supervise the annual audit of the Association's book and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an EX OFFICIO member of the Committee.

Section 3. It shall be the duty of each committee to receive complaints from Members on any matter involving Master Association functions, duties, activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## ARTICLE X

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first Wednesday in December, 2003, or on such other date as the Board of Directors may in its judgment deems desirable or expedient, and each subsequent regular annual meeting of the members shall be held on the date fixed by the Board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4th) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Corporation, or supplied by such Member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Corporation shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have

such authority, and performance of such duties as the Board may, from time to time, require.

Section 5. Resignation and Removal. Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No persons shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

#### **PRESIDENT**

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### **VICE-PRESIDENT**

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

#### **SECRETARY**

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Corporation together with their addresses, and shall perform such other duties as required by the Board.

#### **TREASURER**

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Corporation's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Corporation of all books, papers, vouchers, money

or other property of whatever kind in his possession or under his control, belonging to the Corporation. The Corporation shall pay all premiums for said bond.

## ARTICLE XII

### BOOKS AND RECORDS

The books, records and papers of the Corporation shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at a reasonable cost.

## ARTICLE XIII

### CORPORATE SEAL

The Corporation shall have a seal having the words Thousand Oaks Master Association, Inc., a not-for-profit Florida corporation.

## ARTICLE XIV

### AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one (51%) percent of the Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration or held by the Federal National Mortgage Corporation, then the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Corporation shall have the right to veto amendments while there is a Class B membership, otherwise said right of veto will not exist.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.





FLORIDA DEPARTMENT OF STATE  
Ken Detzner  
Secretary of State

February 25, 2003

SALOMON KANNER DAMIAN & RODRIGUOZ, P.A.  
ATTN JER  
80 SW 8 STREET #2550  
MIAMI, FL 33130

The Articles of Incorporation for THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC. were filed on February 24, 2003 and assigned document number N03000001636. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Freida Chesser, Corporate Specialist  
New Filings Section

Letter Number: 803A00012136

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC., a Florida corporation, filed on February 24, 2003, as shown by the records of this office.

The document number of this corporation is N03000001636.



CR2EO22 (1-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-fifth day of February, 2003

*Ken Detzner*

Ken Detzner  
Secretary of State

ARTICLES OF INCORPORATION

OF

THOUSAND OAKS AT CONGRESS MASTER ASSOCIATION, INC.,  
a not-for-profit Florida corporation

SECRETARY  
TALLAHASSEE, FLORIDA  
03 FEB 24 11:12:28

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617.001, of the Florida Statutes, the undersigned, acting as incorporator, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned, hereby certifies and sets forth the following:

**First:** The name of the Corporation is **Thousand Oaks At Congress Master Association, Inc.**

**Second:** The Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617 Florida Statutes, as amended, and will be referred to hereafter as the "Corporation".

**Third:** The principal office and post office address of the Corporation shall be located at 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442. The address of the Registered Office of the Corporation is 2550 Brickell Bayview Centre, 80 S.W. 8th Street, Miami, Florida 33130. The names of the registered agent is: Juan E. Rodriguez, who is authorized to accept service of process within this State upon the Corporation; and his address is at the Registered Office.

**Fourth:** The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed are to provide for maintenance of the Common Area described in the Declaration of Covenants, Conditions, and Restrictions of Thousand Oaks At Congress affecting the property described in said Declaration. This Corporation will promote the health, safety and welfare of the residents within the property described in said Declaration; and shall have following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration of Covenants, Conditions, and Restrictions of Thousand Oaks At Congress, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, as the same may be amended from time to time as therein provided; said Declaration is by reference incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Corporation, including licenses, taxes or government charges levied or imposed against the property of the Corporation;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Corporation's real or personal property as security for money borrowed or debts incurred; and

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

**Fifth:** Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot (as defined in the Declaration) which is subject by the Declaration to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Corporation. Ownership of such Residential Lot shall be the sole qualification for membership.

**Sixth:** The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article Fifth with the exception of the Declarant (as defined in the Declaration). Class A Members shall be entitled to one vote for each Residential Lot in which they hold the interest required for membership by Article Fifth. When more than one person hold such interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Declaration). The Class B Member shall be entitled to three (3) votes for each Residential Lot in which it holds the interest required for membership by Article Fifth, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events whichever occurs earlier:

- (a) when the Declarant no longer owns ninety (90%) percent of the Lots and/or Units provided for in the Development Plan as defined in the Declaration; or
- (b) December 31, 2008; or
- (c) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

**Seventh:** The term for which this Corporation is to exist is perpetual.

**Eighth:** The affairs of the Corporation are to be managed by the following officers:

President  
Vice President  
Secretary  
Treasurer

**Ninth:** The officers who are to serve until the first election of the directors are as follows:

President	Michael Humphries
Vice President	Rafael Roca
Secretary	Candace Sharpsteen
Treasurer	Frances J. Guerra

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the first Wednesday in December, 2003, or by order of the Board of Directors at such earlier date as they determine, and thereafter annual meetings of the members shall be held on the first Wednesday in December of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next meeting of the Board of Directors, or until their successors are elected and qualified.

**Tenth:** This Corporation shall be governed by a Board of Directors consisting of not less than three (3) and no more than five (5) persons. The names and addresses of the persons who are to serve as Directors until the first annual meeting of the Members are as follows:

	<u>NAMES</u>	<u>ADDRESSES</u>
1.	Michael Humphries	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442
2.	Rafael Roca	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442
3.	Candace Sharpsteen	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442

Commencing with the first annual meeting of the Members and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation shall be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Pursuant to Article Sixth hereof, the Declarant, Continental Homes of Florida, Inc., is a Class B Member with three votes for each unsold Residential Lot in the Property. Directors elected by the Class B Member need not themselves be owners of homes erected on the property subject to the Declaration nor Members of the Corporation. Further, notwithstanding the number of Class B votes existing from time to time, the Declarant, Continental Homes of Florida, Inc., shall have the right to elect all of the Directors of the Corporation until December, 2004. Thereafter the Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve until the next annual meeting of the Members of the Corporation.

**Eleventh:** The Board of Directors shall have all the powers and duties referred to in the Declaration and in the laws of the State of Florida respecting corporations not-for-profit.

**Twelfth:** The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which is currently set forth in Chapter 617, Florida Statutes, as amended from time to time.

**Thirteenth:** These Articles of Incorporation may be altered, amended, changed, added to, or repealed, in the manner or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided in the By-Laws, and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of two-thirds (2/3) of the Members in person or by proxy of said proposed alteration, amendment, change, addition, or repeal.

**Fourteenth:** This Corporation shall never have or issue shares of stock nor will it ever have or provide for non voting membership.

**Fifteenth:** From time to time and at least once annually, the corporate officers shall furnish periodic reports to the Members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practices.

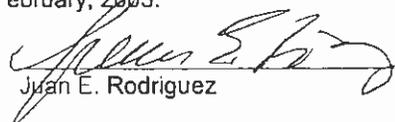
**Sixteenth:** The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which are currently set forth in Chapter 617.0302 Florida Statutes, together with those powers conferred by the Declaration, these Articles and any and all lawful By-Laws of the Corporation.

**Seventeenth:** The names and address of the incorporator hereto is as follows:

	<u>NAME</u>	<u>ADDRESSES</u>
1.	Juan E. Rodriguez	80 S.W. 8 <sup>th</sup> Street Suite 2550 Miami, Florida 33130

**Eighteenth:** Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise.

We, the undersigned, being all of the incorporators herein-above named, for the purpose of forming a Corporation not-for-profit pursuant to Chapter 617, Florida Statutes, as amended, do hereby subscribe to these Articles of Incorporation, and have set our hands and seals this 23<sup>rd</sup> day of February, 2003.

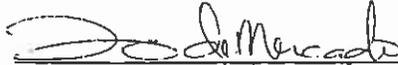
 (SEAL)  
Juan E. Rodriguez

STATE OF FLORIDA        )  
  : SS.  
COUNTY OF MIAMI-DADE )

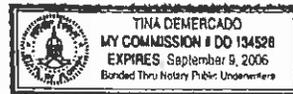
SECRET  
FILED  
63 FEB 2003

Before Me, the undersigned authority, this day personally appeared Juan E. Rodriguez, who being duly sworn according to law, deposes and says that he is competent to contract and further acknowledge that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purpose therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Miami-Dade County, Florida, this 21<sup>st</sup> day of February, 2003.

  
Name: Tina Demercado  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

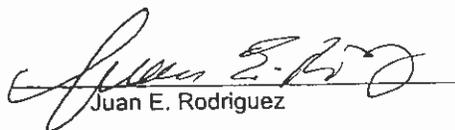


(SEAL)

Acceptance of Service As Registered Agents

The undersigned, Juan E. Rodriguez, having been named as registered agent to accept service of process for **Thousand Oaks At Congress Master Association, Inc.**, a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, and will comply with the provisions of all statutes of Florida relative to the performance of our duties as registered agents.

Dated this 21<sup>st</sup> day of February, 2003.

  
Juan E. Rodriguez

**Congress Avenue PUD, Riviera Beach; SFWMD App. No. 021213-13**  
**Upland Enhancement / Preservation Planting Plan**

Common Name	Botanical Name	- Spacing / Number of Plants	Plant Type / Size	Stratum
oak	<i>Quercus</i> spp.	15 ft. On Center 250	see note	canopy
cabbage palm	<i>Sabal palmetto</i>	15 ft. On Center 125	see note	
cocoplum	<i>Chrysobalanus icaco</i>	5 ft. On Center 485	1 gal.	shrub
wax myrtle	<i>Myrica cerifera</i>	5 ft. On Center 485	1 gal.	
wild coffee	<i>Psychotria nervosa</i>	5 ft. On Center 350	1 gal.	
firebush	<i>Hamelia patens</i>	5 ft. On Center 350	1 gal.	
Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft. On Center 625	bare root	groundcover
cordgrass	<i>Spartina bakeri</i>	5 ft. On Center 625	bare root	
<b>Total Upland Preserve Plants</b>				
<b>3,295</b>				

Note: The oak and cabbage palm trees to be planted in the upland preserve will consist of relocated trees from other portions of the site and stock material including 3, 5 and 7 gal. trees. Onsite trees will be evaluated for relocation suitability, and will be incorporated into the upland preserve to the greatest extent possible. The relocated trees will be planted towards the interior of the preserve area and stock material will be installed along the perimeter to create a hammock-like habitat. The shrub and groundcover installed will be stock material, and installed between the trees to provide dense coverage.

10/20/03



J.J. GOLDASICH AND ASSOCIATES, INC.

EXHIBIT "G"

**Congress Avenue PUD, Riviera Beach; SFWMD App. No. 021213-13**

*Wetland Mitigation and Upland Buffer Planting Plan*

	Common Name	Botanical Name	- Spacing / Number of Plants	Plant Type / Size	Elevation
Marsh	sawgrass (35%)	<i>Cladium jamaicense</i>	3 ft. On Center 12,145	bare root	5.1-7.1 NGVD
	pickerel weed (25%)	<i>Pontederia cordata</i>	3 ft. On Center 8,675	bare root	5.1-7.1 NGVD
	duck potato (25%)	<i>Sagittaria</i> spp.	3 ft. On Center 8,675	bare root	5.1-7.1 NGVD
	beak rush (15%)	<i>Rhynchospora</i> spp.	3 ft. On Center 5,205	bare root	5.1-7.1 NGVD
Upland Buffer (2.0 ac.)	oak	<i>Quercus</i> spp.	In Pods 50	7 gal.	marsh/lake slope
	oak	<i>Quercus</i> spp.	In Pods 100	3 gal.	marsh/lake slope
	cabbage palm	<i>Sabal palmetto</i>	In Pods 50	7 gal.	marsh/lake slope
	cabbage palm	<i>Sabal palmetto</i>	In Pods 100	3 gal.	marsh/lake slope
	Fakahatchee grass	<i>Tripsacum dactyloides</i>	5 ft. On Center 1000	bare root	marsh/lake slope
	cocoplum	<i>Chrysobalanus icaco</i>	5 ft. On Center 600	1 gal.	marsh/lake slope
	cordgrass	<i>Spartina bakerii</i>	5 ft. On Center 1000	bare root	marsh/lake slope
	Simpson's stopper	<i>Myrcianthes fragrans</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
	wild coffee	<i>Pychotria nervosa</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
	firebush	<i>Hamelia patens</i>	5 ft. On Center 300	1 gal.	marsh/lake slope
<b>Total Wetland Mitigation Plants</b>					
34,700					
<b>Total Buffer Plants</b>					
3,800					

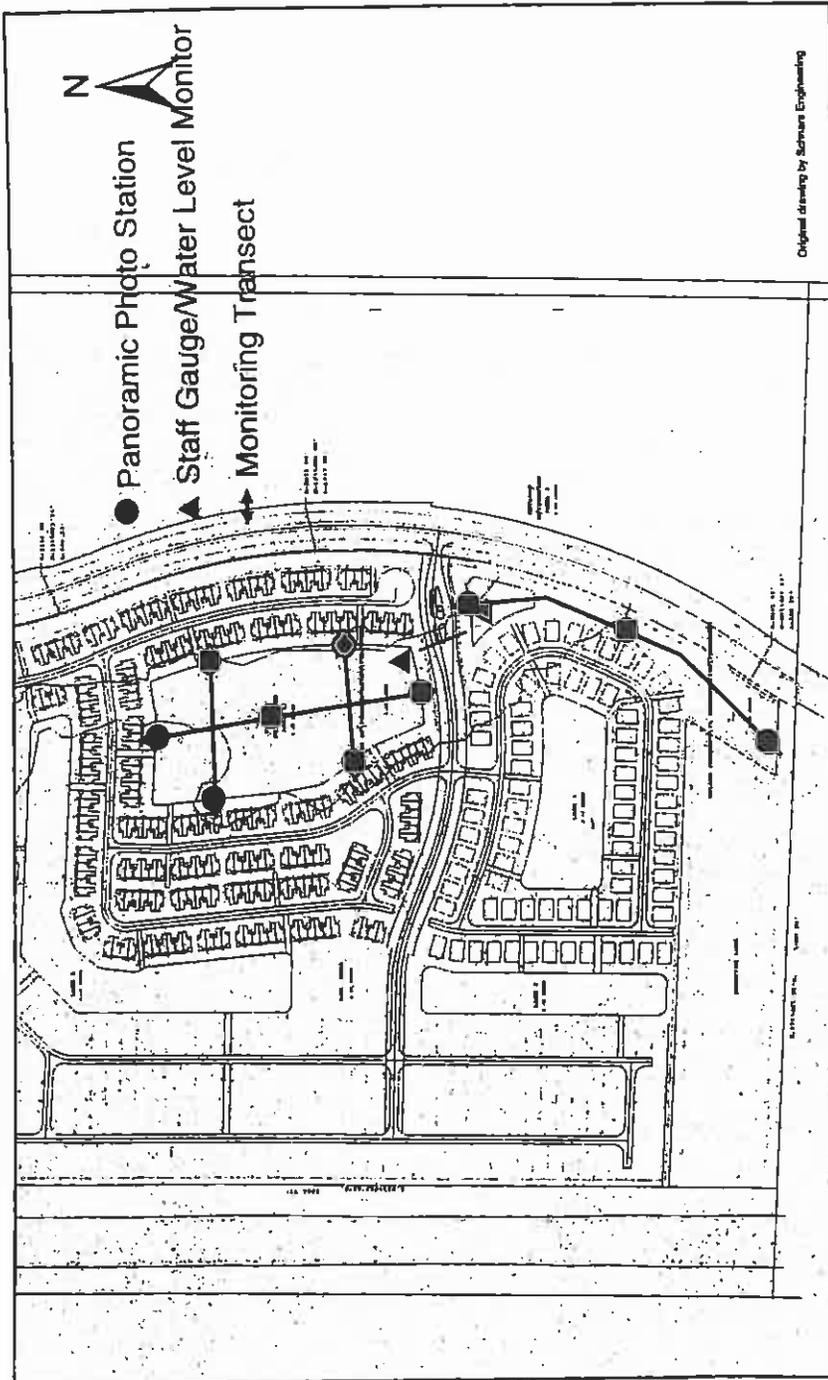
10/20/03



J.J. GOLDASICH AND ASSOCIATES, INC.

EXHIBIT "G"  
8-20-03

**Congress Ave PUD Onsite Mitigation**



Original drawing by Software Engineering

REVISION	DATE	BY
	03/03/03	

Congress Ave PUD  
 Mitigation Monitoring Plan View  
 Section 30, Township 42S, Range 43E



**J.J. Goldasich & Associates, Inc.**  
 (501) 943-9115 fax (501) 943-0044  
 Professional Working Solutions  
 Environmental Planning and Consulting

**EXHIBIT "G"**



