



CFN 20120111011
OR BK 25086 PG 0155
RECORDED 03/22/2012 12:48:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0155 - 228; (74pgs)

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

OAK HAVEN

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OAK HAVEN

PULTE HOME CORPORATION, a Michigan corporation authorized to conduct business in the State of Florida, the present fee title owner of the property legally described in Exhibit "A" hereto, hereinafter called "Developer", to its grantees, successors and assigns and all future owners of Parcels located in Oak Haven, as more particularly described in Exhibit "A" attached hereto and made a part hereof, hereby makes the following Declaration of Covenants, Conditions and Restrictions.

It is the intent of the aforesaid Developer to ultimately develop the real property, as described in Exhibit "A", as a planned unit development named "Oak Haven" consisting of eighty-five (85) residential units. Upon recording of this Declaration, the Developer hereby submits the real property described in Exhibit "A" to the terms and conditions of this Declaration. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residential units constituting such development, the Developer hereby declares that all of the real property described and each part thereof shall be developed as a planned unit development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof and the Association.

Although Oak Haven is anticipated to have eighty-five (85) residential dwellings, the Developer makes no representation or warranty regarding the timing of or guarantees the construction of residential dwellings or the number or types of residential dwellings which will ultimately be constructed. The Developer reserves the right to seek approval from applicable zoning and regulatory authorities to increase the number of residential dwellings that may be constructed in Oak Haven and therefore the number of Parcels that may be subjected to this Declaration. Accordingly, the Developer reserves the right to subject additional real property to this Declaration that is not legally described in Exhibit "A", provided that the total number of residential dwellings shall not exceed eighty-five (85). If the Developer adds and subjects real property that is not described in Exhibit "A" or obtains approval from zoning and regulatory authorities to increase the maximum number of Parcels that may be conveyed, the Turnover Date set forth in Section 15 below shall be extended.

1. DEFINITIONS. The terms used in this Declaration and its recorded exhibits shall have the definitions set forth in Chapter 720, Florida Statutes (2011) (the "Act"), unless otherwise defined below (it being the intent hereof that future amendments to Chapter 720, Florida Statutes (2011) not be retroactively applied to impair substantive rights of the Developer set forth herein):

1.1 "Assessment" shall have the meaning set forth in Section 720.301, Florida Statutes (2011).

1.2 "Architectural Reviewer" means and refers to the entity responsible for review and approval of construction and alterations to improvements, as more particularly described in Section 5 herein.

1.3 "Association" shall mean and refer to Oak Haven Property Owners' Association, Inc., a Florida not-for-profit corporation.

1.4 "Board of Directors" means and refers to the Board of Directors of the Association.

1.5 "Common Area" means and refers to all real property which is now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: real property the use of which is dedicated to the Association or its Members by a recorded plat; or real property committed by this Declaration of Covenants, Conditions and Restrictions to be leased or conveyed to the Association.

1.5.1 "Common Expenses" means and refers to means all expenses properly incurred by the Association in the performance of its duties.

1.6 "Developer" means and refers to Pulte Home Corporation, a Michigan Corporation authorized to do business in the State of Florida. Whenever such term is used in the Governing Documents, it shall always be deemed to include any successor in interest to the Developer's development rights and obligations.

1.7 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions, and any amendments hereto.

1.8 "Family" or "Single Family" shall refer to one (1) natural person (as opposed to an artificial entity); or a group of two (2) or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two (2) persons not so related, who reside together as a single housekeeping unit, along with their children, if any.

1.9 "Governing Documents" means and refers to this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Planning Criteria and the Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

1.10 "Guest" or "Guests" means any person or persons physically present in, or occupying a Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.11 "Institutional Mortgagee" means the mortgagee or assignee of a first mortgage against a Parcel or Unit, which mortgagee or assignee is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Parcel or Unit which mortgage is guaranteed or insured (as evidenced by a recorded instrument) by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a mortgage held by an Institutional Mortgagee encumbering a Unit.

1.12 "Lease" means the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration.

1.13 "Member" means and refers to all persons who are members of the Association as provided in the Governing Documents.

1.14 "Neighborhood" means and refers to all real property which is subject to this Declaration and includes both Common Area and Parcels. "Neighborhood" shall also have the same meaning as the term "Community" as defined in the Act.

1.15 "Oak Haven" means and refers to and shall be the name of the Neighborhood.

1.16 "Owner" means and refers to any person or persons, entity or entities, who are the record owner of the fee simple title to any Parcel in Oak Haven.

1.17 "Parcel" or "Parcels" means any platted or unplatted lot, tract, condominium unit, or other discrete area of real property within Oak Haven which is capable of separate conveyance and has been subjected to this Declaration, but shall exclude: Common Area, all property dedicated or deeded to Palm Beach County, Florida, South Florida Water Management District ("SFWMD") or any other governmental authority, taxing district, or a public or private utility, including, without limitation, roads, environmental buffers, landscape buffers, preservation and conservation areas and lakes. Wherever herein the term "Parcel" is used in this Declaration, it shall be interpreted as if followed by the words "and Unit constructed thereon" except where the context clearly requires otherwise.

1.18 "Primary Occupants" means the two (2) natural persons approved for occupancy, together with their family, in accordance with Section 12 herein.

1.19 "Rules and Regulations" means and refers to the administrative rules and regulations governing use of the Common Area and procedures for administering the Association and the Neighborhood, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.20 "Single Family Residence" means and refers to a Unit which is restricted to occupancy only by the Owner or Primary Occupants and their Family, Guests and tenants as further provided herein.

1.21 "Tenant" or "Tenants" means and refers to one who leases or rents from an Owner and holds temporary possession of a Unit.

1.22 "Turnover Date" shall mean the date upon which control of a majority of the seats on the Board of Directors is transferred to the Class "A" Members as described in Section 15 herein. "Turnover" shall mean and refer to the process by which the Developer transfers control of the Board of Directors to the Class "A" Members other than the Developer and transfers physical possession or control of those records set forth in Section 720.307 of the Act. "Turnover Meeting" shall mean the meeting of the Class "A" Members on the Turnover Date at which the Turnover is completed.

1.23 "Unit" means and refers to any or all the residences which will be constructed on the Parcels, each intended for use and occupancy as a residence for a single family.

2. [RESERVED]

3. ASSOCIATION: MEMBERSHIP: VOTING RIGHTS. The administration, management and ownership of the Common Area shall be by the Association, which shall perform its functions pursuant to the following:

3.1 Articles of Incorporation. A copy of the Articles of Incorporation is attached as Exhibit "B".

3.2 Bylaws. A copy of the Bylaws is attached as Exhibit "C".

3.3 Delegation of Management. The Association may contract for the management and maintenance of the Neighborhood and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Area, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 Membership. Every person or entity who is an Owner shall be a Member, except that if a Parcel is subject to an agreement for deed, the purchaser in possession shall be considered the Owner for purposes of determining voting and use rights.

(A) Class "A". Class "A" Members shall be all those Owners as defined in Section 1, with the exception of the Class "B" Member. Class "A" Membership shall become effective upon the last to occur of the following:

(1) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Palm Beach County, Florida.

(2) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(3) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (1)-(3) above shall not release the Owner from the obligation to comply with the Governing Documents, but shall otherwise preclude such Owner from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

(B) Class "B". The Class "B" Member shall be the Developer or any successor to the Developer's development rights.

Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Membership is based.

3.5 Voting Interests. The Class "A" Members of the Association are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to this Declaration. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title. If a Parcel is owned jointly by two (2) or

more natural persons who are not acting as trustees, that Parcel's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Parcel do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Parcel is not a natural person or is a trustee, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns.

3.6 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person who could cast the vote of such Parcel if present in person at a meeting, unless the joinder of all record Owners is specifically required.

3.7 Change of Membership. A change of membership shall be established as provided in Section 3.4 above; and the membership of the prior Owner shall thereby be automatically terminated.

3.8 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 Association As Owner of Parcels. The Association has the power to purchase Parcels and Units, and to acquire and hold, lease, mortgage, and convey them, by act of a majority of the Board of Directors.

3.10 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners and Primary Occupants. A copy of the up to date roster shall be available to any Owner upon request, subject to the exclusion of information that is protected from disclosure pursuant to the Act.

3.11 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association shall not be liable to Owners for property damage other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Owners or other persons.

3.12 Board of Directors. Except as otherwise provided by law or by the Governing Documents, the Association shall act through its Board of Directors and its officers, and no vote of the Members shall be required. The Officers and Directors of the Association have a fiduciary relationship to the Members. An Owner does not have the authority to act for the Association by virtue of being an Owner.

3.13 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments and Charges. Subject to the limitations on assessment liability set forth in Sections 4.2 and 4.3, the Developer, for each Parcel within the Neighborhood, hereby covenants, and each subsequent Owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Parcel's pro rata share of annual Assessments based on the annual budget adopted by the Association;

(B) the Parcel's pro rata share of special Assessments for Association expenditures not provided for by annual Assessments;

(C) any charges against less than all of the Parcels specifically authorized in this Declaration or the Bylaws;

(D) initial capital assessments payable at closing to the Association as determined by the Developer ("Initial Capital Assessments"), which Initial Capital Assessments may be referred to as "initial capital contributions" or "capital contributions" in a purchase and sale agreement or other agreement between the Developer and the purchaser of a Parcel;

(E) resale capital assessments, as authorized pursuant to Section 4.9 below ("Resale Capital Assessments").

Assessments and charges shall be established and collected as provided herein and in the Bylaws. The Assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee. Except as provided elsewhere in this Declaration as to the Developer and Institutional Mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused.

4.2 Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all Assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay Assessments equal to 5 percent (5%) of the Assessments which are payable by Parcels containing a Unit for which a final certificate of occupancy has been issued. All Common Area, and any property dedicated to and accepted by any governmental authority, taxing district, SFWMD or public or private utility shall be exempt from payment of Assessments and charges.

4.3 Developer's Guaranty of Assessments and Share for Parcels Owned By It. The Developer guarantees that until the earlier to occur of either: (a) December 31, 2012; or (b) the Turnover Date, monthly Assessments (other than Initial Capital Assessments and Resale Capital Assessments) against each Owner

by the Association shall not exceed One Hundred Sixty-Eight and 64/100 Dollars (\$168.64). The Developer reserves the right to renew the guaranty period for four (4) successive periods of up to one (1) year each, on such terms as established by the Developer, provided that no guaranty period shall extend beyond the Turnover Date. During the guaranty period, the Developer shall be excused from the payment of Assessments for Parcels it owns, and instead shall pay that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Owners and other Association revenues (provided that during the Developer's guaranty period, Initial Capital Assessments shall not be used to pay operating expenses). If the guaranteed monthly assessment amount set forth above does not initially include the cost of "communications services", as defined in Section 202.11, Florida Statutes, information services, internet services or electronic monitoring services obtained pursuant to bulk contract(s), and the Association subsequently enters into one (1) or more of such bulk contract(s), then the guaranteed monthly assessment for each Parcel shall increase to reflect any of such additional costs. Following the expiration of the Developer's guaranty, any Initial Capital Assessments may be used to pay operating expenses. Following expiration of the Developer's guaranty, the Developer shall pay Assessments as described in Section 4.2 hereof.

4.4 Establishment of Liens. Any and all Assessments and charges levied by the Association or collected on behalf of in accordance with the provisions of the Governing Documents, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Parcel against which such Assessment(s) or charge(s) are made, and shall also be the personal obligation of the Owner of such Parcel. This lien is superior to any homestead rights the Owner may acquire. No Owner may exempt himself from personal liability for Assessments and charges, or release his Parcel from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of his Parcel. The continuing lien may be perfected by the Association recording a Claim of Lien in the Public Records of Palm Beach County, Florida, setting forth the description of the Parcel, the name of the Owner, the name and address of the Association and the amount and due date of each unpaid Assessment and charge as of the date the Claim of Lien is recorded. The Claim of Lien may be executed by either an officer of the Association or its legal counsel. The effectiveness of the Claim of Lien shall relate back to the date this Declaration was recorded in the Public Records of Palm Beach County, Florida. However, with respect to Institutional Mortgages of record, the Association's lien is effective from and after recording of a Claim of Lien in the Public Records of Collier County, Florida. A Claim of Lien shall secure 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, interest, costs and attorney's fees coming due subsequently, until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a Satisfaction of Lien.

4.5 Priority of Liens. The foregoing notwithstanding, the Association's lien for unpaid Assessments and charges shall be subordinate and inferior to the lien of all municipal, county, state and federal taxes, assessments and other levies which by law would be superior thereto. The Association's lien shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded prior to the Institutional Mortgage, but shall be superior to, and take priority over any other mortgage or lien regardless of when recorded. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the 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 such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment and charges coming due after foreclosure or conveyance

in lieu of foreclosure. When an Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage obtains title to a Parcel as a result of a foreclosure of its Institutional Mortgage in which it sues the Owner and initially joins the Association in the mortgage foreclosure action, or obtains title to a Parcel as a result of a deed in lieu of foreclosure, such Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which acquires title shall be liable for unpaid Assessments and charges except as may be limited by the Act as it now exists and as it may be amended from time to time, plus interest, late fees, collection costs and attorneys' fees and costs incurred by the Association. Any Assessments and charges that such Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which acquires title is not obligated to pay the Association pursuant to the Act shall be deemed to be Common Expenses collectible from Owners of all of the Parcels in the Neighborhood, including such acquirer, its successors and assigns. However, if the Association's Claim of Lien was recorded prior to the Institutional Mortgage, the Institutional Mortgagee or its successor or assignee as a subsequent holder of the Institutional Mortgage which obtains title shall be liable for all unpaid Assessments and charges plus interest, late fees, collection costs and attorneys' fees.

4.6 Collection of Assessments and Charges. If any Owner fails to pay any Assessment or charge, or installment thereof, within ten (10) days after the due date, the 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 charge interest on such Assessment or charge, from the date it becomes due until paid at the highest rate allowed by law, as well as to impose a late payment penalty not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount of each Assessment installment that is paid past the due date. This penalty shall not be considered a fine as provided for in Section 11.3, and the procedural requirements for levying fines set forth therein shall not apply.

(B) To deny Association approval of any proposed lease of the Owner's Unit.

(C) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Association in the manner set forth in the Act.

(D) To bring an action at law for a money judgment against the Owner without waiving its right to foreclose its lien.

4.7 Certificate. The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for Assessments a certificate in writing signed by an officer of the Association, setting forth whether said Assessments and any other sums due the Association have been paid. Such certificate may be relied upon by all interested persons except the Owner.

4.8 Resale Capital Assessments. Unless otherwise prohibited by FNMA, VA, HUD, FHA, FHLMC, or other similar governmental or quasi-governmental agency, a Resale Capital Assessment in the amount as determined by the Board of Directors, is due and payable to the Association by the transferee upon the conveyance of title to a Parcel by an Owner subsequent to the initial conveyance of title to the Parcel from the Developer. Such Resale Capital Assessment will be collected at closing and, upon payment, may be used to pay any Common Expenses. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee of the Parcel. For the purposes of this Section 4.8, the term

“conveyance” shall mean the transfer of title to a Parcel by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. With the exception of the Developer, if the Owner is a corporation, limited liability company or other business entity, then the term “conveyance” shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner or of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or persons who control the Owner. With the exception of the Developer, if the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a “conveyance” within the meaning of this Section 4.8. Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the Resale Capital Assessment: (a) to any person who was a co-Owner immediately prior to such conveyance; (b) to the Owner’s estate, surviving spouse or other heirs, resulting from the death of the Owner; (c) to a trustee or the Owner’s current spouse, solely for bona fide estate planning or tax reasons; (d) to an Institutional Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure; and (e) to the Developer, its subsidiaries, affiliates, successors and assigns. Provided, however that upon a conveyance that occurs following the exempt transfers described in (a) through (e) above, the Resale Capital Assessment shall be due and payable.

5. ARCHITECTURAL AND AESTHETIC CONTROL

5.1 Necessity of Architectural Review and Approval. Except for the Developer, no Owner shall make or permit the making of any alterations or additions to his Parcel, or in any manner change the exterior appearance of any portion of the Unit, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Neighborhood, in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. Nothing in this Declaration should be interpreted as an exemption from compliance with Palm Beach County regulations.

5.2 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the "Architectural Reviewer", as defined herein. Prior to the Turnover Date, the Developer shall be the Architectural Reviewer and shall have the exclusive right to exercise architectural review under this Section. The Developer shall not be required to adopt architectural guidelines and standards (“Architectural Planning Criteria”) and shall have the authority to process applications in its sole discretion and procedures and in accordance with its building plans, specifications, plan of development and aesthetic requirements. Following the Turnover Date, the Association shall be the Architectural Reviewer, whether through the Board of Directors or an Architectural Review Committee. The Architectural Planning Criteria shall in no event apply to the Developer.

5.3 Powers and Duties of Architectural Reviewer. When the Association is acting as the Architectural Reviewer, the Architectural Reviewer shall have the following powers and duties:

(A) To enact modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration. As long as the Developer owns at least one (1) Parcel or other property in the Neighborhood, the Architectural Reviewer shall not alter the Architectural Planning Criteria, without the Developer's prior written consent, which consent may be denied in the Developer's discretion. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member; provided that the delivery of a copy of the modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(B) To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction or placement of which is proposed upon any Parcel in the Neighborhood, together with a copy of any required governmental permits. The Architectural Reviewer may also require submission of samples of building materials and colors proposed for use on any Parcel and may require such additional information as reasonably may be necessary for the Architectural Reviewer to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals. The Architectural Reviewer shall have sixty (60) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said sixty (60) days shall be deemed an approval.

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel in the Neighborhood and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. All decisions of the Architectural Reviewer shall be in writing and may, but need not be made by a certificate in recordable form.

(D) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the Architectural Reviewer of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the Architectural Reviewer and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Reviewer or the Association. The Architectural Reviewer shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.

(E) To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the Architectural Reviewer, in cash, at the time that plans and specifications are submitted to the Architectural Reviewer. In the event such fees, as well as any other costs or expenses of the Architectural Reviewer pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien on the Owner's Property.

(F) To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the Architectural Reviewer.

5.4 Architectural Control by Developer. Prior to the Turnover Date, the Developer shall act as the Architectural Reviewer. The Developer may process applications from Owners seeking approval for any alterations or additions to a Parcel, or in any manner to change the exterior appearance of any portion of a Unit, in accordance with its sole discretion and procedures and its building plans, specifications, plan of development and aesthetic requirements. In the event that an Owner makes an improvements, additions or modifications without the Developer's prior approval, the Developer may enforce the terms of the Governing Documents in the same manner as granted to the Association, or may delegate enforcement of the Governing Documents to the Association.

5.5 Garages. No garages shall be converted to residential use or use other than as originally designed with the exception of conversion of a garage by the Developer for use as a temporary sales office.

5.6 Construction. The provisions of this Section 5 shall not apply to the Developer and the Developer reserves the right to alter the plan of development and architectural style of the Neighborhood, Parcels and Units as it deems desirable in its sole discretion.

6. PROPERTY RIGHTS: EASEMENTS.

6.1 Use of Common Area. Every Owner and his tenants, guests and invitees shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the sidewalks, walkways and private roads, if any, which may be contained within the Common Area for use in common with all other Owners, their tenants, guests and invitees. Except as otherwise limited in the Governing Documents, the portions of the Common Area in addition to those used for walkways, private streets, sidewalks or driveways shall be for the common use and enjoyment of the Owners and each Owner shall have a permanent and perpetual easement for the use and enjoyment of such lands as in such manner as may be regulated by the Association. These easements shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(A) The right and duty of the Association to levy Assessments against each Parcel for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

(B) The right of the Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors. No such easement shall materially interfere with the rights of the Owner to use the Common Area for the purposes intended.

(C) The right of an Owner to the use and enjoyment of the Common Area and facilities thereon shall extend to the members of his Family who reside with him, and to his tenants, guests and invitees, except as otherwise provided in the Governing Documents.

THE ASSOCIATION SHALL ACCEPT "AS IS, WHERE IS" THE CONVEYANCE OF THE COMMON AREA WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OF OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY PARCEL, THE ASSOCIATION AND ALL OWNERS RELEASE THE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONSTRUCTION, CONDITION, ADEQUACY FOR ANY PARTICULAR PURPOSE OR FOR THE NUMBER OF USERS, DESIGN, FITNESS, ECONOMIC PERFORMANCE OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6.2 Easements. The Developer (during any period in which the Developer has any ownership interest in the Neighborhood) shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, and to relocate any existing easement in any portion of the Neighborhood and to grant access easements and to relocate any existing access easements in any portion of the Neighborhood as the Developer shall deem necessary or desirable, including, without limitation, for the following purposes: the proper construction of the Neighborhood; operation and maintenance of the Neighborhood, or any portion thereof; the general health or welfare of the Owners; to carry out any provisions of the Governing Documents; and to fulfill the Developer's obligations to any governmental authority, taxing district, a public or private utility or SFWMD. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Parcels and Units. Each Parcel shall be subject to an easement in favor of all other portions of the Neighborhood for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of public or private utility lines and other similar or related facilities serving other Parcels and portions of the Neighborhood. The Parcels are subject to and benefitted by the Overhang Easements shown on the Plat. In addition, if, by reason of original construction, shifting, settlement or movement, any Unit encroaches upon the Common Area or upon any other Parcel, then an easement shall exist to the extent of that encroachment as long as the encroachment exists. In the event that any structure is partially or totally destroyed, then rebuilt, then the Owners and the Association agree that encroachments on adjacent Parcels or on Common Area due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist, but such encroachments shall be to the extent permitted by the Overhang Easements and the original construction, shifting, settlement or movement. The Association is granted a blanket easement over the Common Area and Parcels for repair and maintenance and for carrying out its responsibilities pursuant to this Declaration. Each Parcel shall be subject to an access easement in favor of the adjoining Owner(s) and their contractors and agents for purposes of bringing materials and construction equipment to the rear or side of the Parcel for construction of pools or other structures. The adjoining Owner shall restore the Parcel to its previous condition following completion of such construction. Following transition from Developer control, the Association shall have the authority to grant easements on the foregoing terms, subject to the Developer's prior written consent as long as the Developer owns a Parcel or any property located in the Neighborhood.

6.3 Partition: Separation of Interest. There shall be no judicial partition of the Common Area, except as expressly provided elsewhere herein, nor shall the Developer, or any Owner or any other person acquiring any interest in the Neighborhood, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Parcel and Unit owned on co-tenancy. The ownership of any Parcel and the ownership of the Unit constructed thereon may not be separated or separately conveyed; nor may any person who does not have an ownership interest in at least one (1) Parcel hold membership in the Association, except for the Developer.

6.4 Construction; Maintenance. The Developer (including its agents, designees, contractors, successor and assigns) shall have the right, in its and their sole discretion, to enter the Neighborhood and take all other action necessary or convenient for the purpose of completing the construction of any improvements or Units. As long as the Developer is liable under the terms of any warranty in favor of an Owner, the Developer and its agents, designees, contractors, and their successor and assigns shall have an easement of access to the Neighborhood and any Parcels and Units in order to make repairs, replacements and take all other action necessary or convenient for the purpose of fulfilling its obligations.

6.5 Additional Easements. The Neighborhood (including the Parcels) shall be subject to and benefited by any and all easements which are set forth in the Governing Documents or any plat or other recorded instrument encumbering all or a portion of the Neighborhood, including, without limitation, utility easements for the installation, maintenance and repair by any utility company, drainage easements and a public service easement for police protection, fire protection, emergency services, postal services and meter reading. The Association shall have such easements across the Neighborhood and all Parcels as are necessary to fulfill its obligations as set forth in the Governing Documents.

7. MAINTENANCE OF COMMON AREA AND UNITS.

7.1 Association Maintenance. Notwithstanding that the Developer may initially retain ownership of the Common Area, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance, insurance and operation of the Common Area, including, without limitation, the surface water management system ("Surface Water Management System"). All maintenance, repair and replacement which is the responsibility of the Association shall be a common expense, unless the Association undertakes maintenance, repair or replacement of a Parcel due to an Owner's failure to undertake the maintenance, repair or replacement. The Association shall also fulfill all of its obligations pursuant to the Palm Beach County Right-of-Way Landscape, Maintenance, Removal and Indemnification Agreement recorded in O.R. Book _____, Page _____ et. seq. of the Public Records of Palm Beach County, Florida.

7.2 Owner Maintenance. Owners shall maintain, repair and replace their Parcels, Units and any other improvements, modifications and additions thereto in a safe, clean, orderly and attractive condition. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Parcel or Unit, whether with or without approval from the Architectural Reviewer, such Owner shall be deemed to have warranted to the Association and its Members that his contractor is properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

7.3. Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as special Assessments by the Association

only upon approval by a majority of the Board of Directors. The Developer's consent shall also be required until the Developer conveys the last Parcel submitted to the terms of this Declaration. The Common Area shall not be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the Class "A" Members (excluding the Developer).

7.4 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with these provisions, after fourteen (14) days' notice and demand from the Association and the Owner's failure to comply, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Parcel and Unit into conformity and the expenses of doing so shall be an obligation of the Owner collectable as a special Assessment against that Parcel. The Association is granted an easement upon the Parcel and its improvements for these purposes. In the alternative, the Association may institute legal proceedings to compel the Owner to observe his obligations set forth in the Governing Documents.

7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Area or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to repair the damage and hold the responsible party liable for all costs, secured by a lien against the applicable Parcel, which lien may be foreclosed in the same manner as the Association's Claim of Lien.

7.6 Developer's Lien. In the event the Association fails to maintain, replace or repair as herein provided, upon thirty (30) days' notice to the Association, the Developer or its designee shall have the right, without being obligated to do so, to enter upon the Neighborhood and cause said maintenance, replacement, or repair to be made, and in such event, the Developer shall have a lien upon the Neighborhood, including all Parcels therein, for the costs thereof, including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Developer in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as the Association's Claim of Lien. In the event of an emergency situation threatening the health and welfare of the residents, the Developer may immediately enter upon the Neighborhood and cause such maintenance replacements or repairs to be made forthwith and without the requirement of any prior notice thereof, and the Developer shall have an enforceable lien upon the Neighborhood as described above.

7.7 Surface Water Management System. The Surface Water Management System shall consist of certain water management lakes and ancillary drainage facilities constructed by the Developer in accordance with the permit(s) issued by SFWMD. The permit issued by SFWMD as of this date is attached hereto as Exhibit "D". Copies of the permit(s) and any future SFWMD actions shall be maintained by the Association and/or its registered agent for the Association's benefit. The Association shall maintain and operate the Surface Water Management System within the Neighborhood in accordance with the permit(s) and regulations of SFWMD and/or its successor, and shall allocate sufficient funds in its annual budget for such obligations. To the extent required by the permit(s), it shall be the Association's

responsibility to successfully meet and complete all permit conditions associated with any wetland mitigation, success criteria, maintenance and monitoring. The Association shall allocate sufficient funds in its annual budget for such mitigation, maintenance and monitoring of wetland mitigation area(s) each year until SFWMD determines that the area(s) is successful in accordance with the permit(s). Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the permit(s). SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System or in any mitigation or conservation areas under the responsibility or control of the Association. No construction activities may be conducted relative to any portion of the Surface Water Management System. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Neighborhood includes a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SFWMD in the permit(s) may be conducted without specific written approval from SFWMD. Neither the Developer, Association, nor any Owner shall take any action which modifies the Surface Water Management System in a manner which changes the flow or drainage of surface water. Any amendment which would affect the surface water management system and conservation areas or easements, including the water management portions of the Common Area must have the prior approval of SFWMD and any other governmental authority with jurisdiction. The Developer may reconfigure the size and location of the lakes, but only to the extent permitted by SFWMD. The Developer shall have an easement over the Neighborhood for purposes of accessing the lakes and ancillary drainage facilities. The lakes shall not be available or use by Owners or the Association, nor shall they in any manner interfere with or alter the Surface Water Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners acknowledge that due to ground water elevations, priorities established by governmental authorities, and other causes outside of the control of SFWMD, the Developer and the Association, lake water levels may fluctuate at certain times during the year and such fluctuations may be material. None of the entities mentioned in the preceding sentence shall have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality.

The Developer shall establish natural vegetative buffers between the Parcels and any jurisdictional wetland preserve and/or conservation tract as may be required by the SFWMD, which buffer shall not be located within the boundaries of a Parcel unless otherwise approved by the SFWMD. Such buffers shall be platted as a separate tract or created as an easement over an expanded limit of the preserve tracts, which would be dedicated as preserve/drainage tracts, to include the buffer within the preserve tract. If the buffer is located within a separate tract, the tract shall be dedicated on the plat to the Association along with all maintenance responsibilities and, if necessary, to any governmental or quasi-governmental entities with no maintenance responsibilities. All Owners shall comply with the requirements of all governmental or quasi-governmental agencies or authority having jurisdiction.

8. **INSURANCE**: The Association shall obtain and maintain adequate insurance for the Common Area (with provisions for deductibles) as follows:

(A) **Casualty**. To the extent that there is Common Area containing any improvements, the coverage shall afford protection against loss or damage by fire or other hazards covered by a standard

extended coverage endorsement, and such other risks as are customarily covered with respect to improvements on the Common Area, including, but not limited to, flood (if required by law), vandalism, or malicious mischief. All or any part of such coverage may be extended to include the Association's personal property as the Board of Directors may deem desirable. The Association shall act as agent of the Owners and shall adjust all losses on their behalf.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner, if obtainable at reasonable cost.

9. USE RESTRICTIONS.

9.1 Residential Purposes. No Parcel shall be used for other than single-family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer for temporary offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the Neighborhood who do not reside in the Neighborhood or door-to-door solicitation of occupants of the Neighborhood; and (d) the business activity is consistent with the residential character of the Neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Neighborhood without the written consent of the Board of Directors or in accordance with the Rules and Regulations, except in connection with the sale or resale of Parcels by the Developer or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors or the Developer shall have the right to erect signs as they, in their discretion, deem appropriate. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Neighborhood be permitted within the Neighborhood without the express written consent of the Board of Directors or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents shall observe the vehicular speed limits and pool rules posted on signs in the Common Area.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise stated in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit (if it does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash.

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. Parking in the roadway is prohibited. Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance.

(C) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, its contractors and subcontractors for purposes of completing construction of the Neighborhood; the Association, its vendors and employees; and any governmental authority, taxing district, private or public utility or SFWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of the Neighborhood. Any future color changes, as described above,

desired by Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

9.12 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities. The Neighborhood shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings and Hurricane Shutters. Except as otherwise provided in Section 9.12, no wall shall be constructed on any Parcel. Owners may install fences, subject to specifications adopted by the Architectural Reviewer. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority

to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.

9.16 Lighting. The exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval" (unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors). After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within the Neighborhood.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board of Directors or the Board of Directors, as the case may be. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial action shall control. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association, Developer or any Member shall have the ability to take any action to compel compliance as set forth below.

11.1 Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the Governing Documents, to restrain violation and/or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the prevailing party shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

11.2 Entry by Association and/or Developer. Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the Parcel where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner any construction or other violation that may be or exist thereon. The Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 Fines. The Board of Directors may impose a fine or fines against an Owner for failure of the Owner, his family, guests, invitees, tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents. Fines shall not be secured by a lien against the Parcel, unless permitted by the Act.

11.4 Alternative Method for Resolving Disputes with Developer. In any dispute ("Claim") between the Association, or any Owner, tenant, guest, occupant or invitee against the Developer or its directors, officers, agents and employees, or against any directors or officers of the Association appointed by the Developer prior to the Turnover Date, mediation and then final and binding arbitration shall apply. The procedures set forth in subsections (A) through (E) below shall apply, except in the case of a Claim alleging a construction defect brought against the Developer by the Association, that is governed by Chapter 558 Florida Statutes, in which case the procedures set forth in subsections(A) through (E) shall be modified as described in subsection (G):

(A) Any party having a Claim ("Claimant") against the other party ("Respondent") shall notify the Respondent in writing ("Notice"), stating plainly and concisely:

- (1) the nature of the Claim, including the persons involved and the Respondent's role in the claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) Claimant's proposed remedy; and
- (4) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(B) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed to by the parties), Claimant shall have ten (10) days in which to submit the Claim to mediation under the auspices of a mediator certified by the applicable Judicial Circuit. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation conference, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim at the mediation conference, the mediator shall issue a notice of an impasse and the date the mediation was terminated. The mediation conference shall occur within sixty (60) days of the Notice unless the parties agree to an extension.

(C) If the mediation results in an impasse, then either party shall have ten (10) additional days in which to submit the Claim to final and binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA), in the case of a construction defect claim and the Federal Arbitration Act (Title 9 of the United States Code). If not timely submitted to arbitration or if the Claimant does not appear for the arbitration hearing, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant. This subsection (C) is an agreement to arbitrate and is specifically enforceable under Chapter 682, Florida Statutes. The arbitration award shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Florida.

(D) In any dispute under this Section 11.4, the parties shall share the fees and costs associated with mediation. In the case of arbitration, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs incurred.

(E) If the parties agree to a resolution of any Claim through negotiation, mediation or arbitration under this Section 11.4, and any party thereafter fails to abide by the terms of such agreement, or if any party fails to comply with an arbitrator's final order, then any other party may file suit in a court of competent jurisdiction to enforce such agreement or final order without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or final order shall be entitled to recover from the non-complying party (or if more than one (1) non-complying party, jointly and severally), all costs incurred in enforcing such agreement or final order, including, without limitation, reasonable attorney's fees and costs.

(F) This Section 11.4 shall not apply to a dispute between an Owner and the Developer concerning the purchase and sale and construction of a Parcel or Unit. Those disputes shall be governed by the provisions of any purchase and sale agreement or construction agreement.

(G) In the case of a Claim alleging a construction defect brought against the Developer by the Association that is governed by Chapter 558, Florida Statutes, the parties to the dispute shall follow the procedures set forth therein. If the Claimant has followed the procedures set forth in Chapter 558, Florida Statutes, and is entitled to proceed with an "action" (as defined therein) the Claimant shall then have ten (10) days in which to submit the Claim to final and binding arbitration as described in subsections (C) through (E) above.

12. LEASING, CONVEYANCE, DISPOSITION. In order to maintain a community of congenial, financially responsible residents with the objectives of inhibiting transiency, protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the lease, and transfer of ownership of a Parcel by an Owner shall be subject to the following restrictions, which each Owner covenants to observe (except for the exceptions set forth in Section 12.5 below):

12.1 Forms of Ownership:

(A) A Parcel may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Parcels may be permitted. If the proposed co-Owners are other than husband and wife or two (2) individuals who reside together as a single housekeeping unit, they shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. The intent of this provision is to permit multiple Owners, but to prohibit short term, transient use by several individuals or families. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all of the provisions of this Section. No more than one (1) such change may be made in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Parcel may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Parcel may be used as short term transient accommodations for several individuals or families. A trust, corporation or other entity shall designate two (2) individuals as the "Primary Occupants". The use of the Parcel by persons other than the Primary Occupants shall be as though the Primary Occupants were the only actual Owners. Any change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section 12. No more than one (1) such change may be made in any twelve (12) month period.

(D) Life Estate. A Parcel may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Member from such Parcel, and occupancy of the Parcel shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Parcel. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

12.2 Transfers. Prior to the conveyance or transfer of title to a Parcel or lease of a Unit, it shall be the Owner's responsibility to provide the purchaser or tenant with the complete set of Governing Documents and any other documents required by law.

(A) Lease, Sale or Gift. No Owner may effectively convey or transfer title to a Parcel or any interest therein by sale or gift without notification to the Association. In addition, no Owner may effectively lease a Unit without the prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, he shall provide the Association with written notice as set forth in Section 12.3 herein.

12.3 Procedures.

(A) Notice to Association.

(1) Lease, Sale or Gift. An Owner intending to lease his Unit or sell or make a gift of his Parcel or any interest therein, shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to first date of occupancy pursuant to the proposed lease or the date of closing, together with a copy of the purchase and sale agreement or lease, and the name, and address of the proposed tenant, purchaser or donee and such other information as the Board of Directors may reasonably require. The Association may charge a transfer fee in the amount of up to \$100.00 for the cost of processing each application.

(2) Devise or Inheritance. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board of Directors may reasonably require. The transferee shall have no occupancy right unless approved by the Board of Directors, but may sell or lease the Parcel in accordance with the procedures provided in this Declaration.

(3) Failure to give Notice. If no notice is given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board of Directors with the required notice and request reconsideration. The Association shall not have the authority to disapprove a proposed conveyance or other transfer.

(B) Within twenty (20) days of receipt of the required notice and all information requested, the Board of Directors shall approve or disapprove the lease, and shall approve the conveyance or transfer. When the conveyance, transfer or lease is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association (in recordable form for a conveyance or transfer) and delivered to the purchaser, transferee or tenant. If the Board of Directors neither approves or disapproves within twenty (20) days, such failure to act shall be deemed the equivalent of approval, and on demand the Board of Directors shall issue a Certificate of Approval to the Owner, purchaser or transferee.

(C) Disapproval of Leases.

(1) The Board of Directors may disapprove a proposed lease only if a majority of the whole Board of Directors votes to disapprove the lease unless the authority to disapprove a lease has been delegated to an Association officer. Only the following shall be deemed to constitute good cause:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents and any other covenants and restrictions applicable to the Neighborhood;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct as a tenant, Owner or occupant of a Unit; or

(e) The person seeking approval failed to provide the information and appearance required to process the application in a timely manner.

(f) The Owner is delinquent on Assessments and other sums owed to the Association at the time of application.

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is ninety (90) days and no Unit may be leased more than two (2) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

12.5 Exception. The provisions of Section 12 do not require notification to the Association with respect to the acquisition of title by judicial sale, nor by an Institutional Mortgagee who acquires title through the Institutional Mortgage, whether by foreclosure or deed in lieu of foreclosure, nor by a purchaser from such Institutional Mortgagee. The Developer shall have the right to sell, lease or transfer any Parcel it owns without Association approval, and on such terms and conditions it deems to be in its best interests.

12.6 Unapproved Leases. Any lease which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board of Directors.

13. DEVELOPER'S RIGHTS AND DUTIES: So long as the Developer holds title to any Parcel or other property in the Neighborhood, the following shall apply, notwithstanding any other provisions to the contrary.

13.1 Developer's Use. Neither the Owners nor the Association, nor their use of the Parcels, Units, or Common Area shall unreasonably interfere with the completion of the contemplated improvements or sales of Parcels. The Developer may make any use of unsold Parcels, Units and Common Area as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of sales offices, display of signs, leasing of Units, and showing Parcels, Units and the remainder of the Neighborhood to prospective purchasers. The Developer may utilize any model homes, sales offices, trailers, etc., for use in marketing developments other than Oak Haven, regardless of whether they are located within or outside of the Neighborhood. The Developer shall retain all rights set forth in this Section 13.1 until the Developer has completed all of the contemplated improvements, has conveyed all of the Parcels in the Neighborhood, and is not leasing a Unit from an Owner.

13.2 Assignment of Development Rights. All or any portion of the rights, privileges, powers and duties of the Developer set forth in the Governing Documents may be assigned by the Developer to any

person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Parcel. In the event of such assignment (other than to a mortgagee or its successors or assigns), the assignee shall assume such rights, powers and duties, and the Developer shall be relieved of all further liability or obligation to the extent of the assignment.

14. DURATION OF COVENANTS: AMENDMENT OF DECLARATION:

14.1 Duration of Covenants. The covenants, conditions and restrictions of this Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association, the Developer and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration (as amended to that date by the Developer or the Members as provided elsewhere herein). Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of Voting Interests, at a duly held meeting of Members, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President or Vice President of the Association shall execute a certificate with the formalities of a deed, which shall set forth the Book and Page of the Public Records of Palm Beach County, Florida where this Declaration is recorded, the resolution of termination so adopted, the date of the meeting of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate 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.

14.2 Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by one-fourth (1/4) of the Voting Interests. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

14.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the Voting Interests, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.

14.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Palm Beach County, Florida.

14.5 Developer's Rights. As long as the Developer holds title to any Parcel or property in the Neighborhood, no amendment adopted by the Members shall be effective without the prior written consent and joinder of the Developer, which consent may be denied in the Developer's discretion. In addition, no amendment shall be effective which alters the rights and privileges of the Developer, an Institutional

Mortgagee, SFWMD, any governmental authority, taxing district, or a public or private utility, unless such party shall first provide its written consent and joinder. Any amendment proposed to the Governing Documents which would affect the Surface Water Management System, and any other conservation areas shall be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, SFWMD will so advise the permittee. Any amendment to any of the provisions governing the following shall also require approval of fifty-one percent (51%) of the Eligible Mortgage Holders holding mortgages on Parcels in the Neighborhood: hazard or fidelity insurance requirements; restoration or repair of any Common Area (after damage or partial condemnation) in a manner other than that specified in this Declaration; and any provisions that expressly benefit mortgage holders, insurers or guarantors. An "Eligible Mortgage Holder" is an Institutional Mortgagee that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Parcel, therefore becoming an Eligible Mortgage Holder). An Eligible Mortgage Holder will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of the Neighborhood or which affects any Parcel on which there is an Institutional Mortgage held, insured, or guaranteed by such eligible holder; (b) any delinquency in the payment of Assessments or charges owed by an Owner of a Parcel subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of an Institutional Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Parcel of any obligation under the Governing Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders. No amendment shall materially or adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the liability for Assessments unless the Owner and all record owners of liens on the Parcels join in the execution of the amendment. A change in the quorum requirement is not an alteration of voting interests. No amendment shall convert a Parcel into Common Area or redefine a Parcel's boundaries unless the Association obtains the prior written consent and joinder, in recordable form, of that Owner and all holders of a lien against that Parcel.

14.6 Developer Amendment of Documents. In addition to any other right of amendment or modification provided for in this Declaration, to the extent permitted by law, the Developer, or any entity which succeeds to its position as the Developer of the Neighborhood may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the provisions of this Declaration or any of its recorded exhibits. Any amendment made pursuant to this paragraph may be made without notice to the Members or to any other entity. Annexation of additional real property and subjecting same to this Declaration, dedication of Common Area to the Association, and amendments to this Declaration requires HUD/VA approval as long as there is a Class "B" membership.

15. TURNOVER. The Members other than the Developer are entitled to elect a majority of the Board of Directors three (3) months after ninety percent (90%) of all Parcels in the Neighborhood that ultimately will be operated by the Association have been conveyed to Class "A" Members. For purposes of this Section, the term "Members other than the Developer" shall not include builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale. Pursuant to Section 720.307 of the Fact, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Oak Haven. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it

720.307 of the Fact, the Developer shall be entitled to elect (appoint) at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Oak Haven. The Developer may turn over control of the Board of Directors prior to the Turnover Meeting by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer to elect Directors and assume control of the Association, provided that the Developer has provided at least thirty (30) days' notice to the Members.

16. GENERAL PROVISIONS.

16.1 Waiver. Any waiver by the Developer of the breach of any provisions of this Declaration must be in writing and shall not operate or be construed as a waiver of any other provision or of any subsequent breach.

16.2 Severability. If any section, subsection, sentence, clause, phrase or portion of this Declaration or any of its recorded exhibits is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions.

16.3 Headings. The headings of the Sections herein are for convenience only, and shall not affect the meaning or interpretation of the contents thereof.

16.4 Notices. Any notice required to be sent to any Owner other than the Developer under the provisions of this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. The Owner bears the responsibility for notifying the Association of any change of address. Any notice sent to the Developer shall be sent by certified or registered mail, return receipt requested to Pulte Home Corporation, 24311 Walden Center Drive, Bonita Springs, FL 34134, Attn: Scott Brooks.

16.5 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Developer does hereby execute this Declaration of Covenants, Conditions and Restrictions through its undersigned, duly authorized officer this 16th day of March, 2012.

In the Presence of:

PULTE HOME CORPORATION, a Michigan Corporation authorized to do business in the State of Florida (SEAL)

Barbara A. Wagner
Printed name: BARBARA A. WAGNER

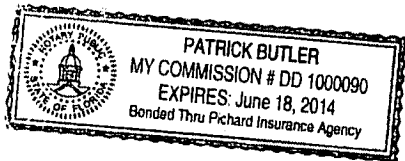
Patrick Butler
Printed name: PATRICK BUTLER

By: Richard McCormick
Richard McCormick
Its: Vice President – Land, South Florida Division

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16th day of March, 2012, by Richard McCormick, as Vice President – Land, South Florida Division, Pulte Home Corporation, a Michigan Corporation authorized to do business in the State of Florida, on behalf of said corporation. He is personally known to me and did take an oath.

(SEAL)



Patrick Butler
Notary Public, State of Florida
Print Name PATRICK BUTLER
Serial No. DD 1000090
My Commission Expires: 6/18/14

EXHIBIT A

A PARCEL OF LAND BEING THE SOUTH ONE-HALF (S 1/2) OF TRACTS 71 AND 72, ALL OF TRACTS 73 THROUGH 79, AND A PORTION OF TRACT 80, BLOCK 43, PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL INCLUDING THE NORTHERLY 15.00 FEET OF THE 30 FOOT ROAD, DITCH AND DIKE RESERVATION AREA LYING IMMEDIATELY SOUTH OF AND CONTIGUOUS WITH THE SOUTH LINE OF SAID TRACTS 73 THROUGH 79 AND A PORTION OF TRACT 80,

SAID PARCEL ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF VALENCIA SHORES - PLAT 4, AS RECORDED IN PLAT BOOK 99, PAGE 78, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 88°58'41" EAST ALONG THE NORTH LINE OF SAID PLAT OF VALENCIA SHORES - PLAT 4, SAID COURSE LYING 15.00 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACTS 73 THROUGH 79 AND A PORTION OF SAID TRACT 80, A DISTANCE OF 2458.50 FEET; THENCE NORTH 00°59'42" WEST BISECTING A PORTION OF SAID TRACT 80, A DISTANCE OF 673.70 FEET; THENCE SOUTH 89°00'17" WEST ALONG THE NORTH LINE OF SAID TRACTS 75 THROUGH 79 AND A PORTION OF SAID TRACT 80, ALSO BEING THE SOUTH LINE OF SAVANNAH ESTATES, AS RECORDED IN PLAT BOOK 95, PAGE 159, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 1791.90 FEET; THENCE NORTH 00°59'43" WEST ALONG THE EAST LINE OF THE SOUTH ONE HALF (S 1/2) OF SAID TRACT 71, ALSO BEING THE WESTERLY LINE OF SAID PLAT OF SAVANNAH ESTATES, A DISTANCE OF 330.00 FEET; THENCE SOUTH 89°00'17" WEST ALONG THE SOUTHERLY LINE OF SAID PLAT OF SAVANNAH ESTATES, A DISTANCE OF 673.70 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF SAVANNAH ESTATES; THENCE SOUTH 00°28'29" EAST ALONG THE WEST LINE OF THE SOUTH ONE HALF (S 1/2) OF SAID TRACT 72 AND THE WEST LINE OF TRACT 73, A DISTANCE OF 1004.88 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN OFFICIAL RECORDS BOOK 22037, PAGES 1455 AND 1459, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF TRACT 72, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF TRACTS 72 AND 73, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IS ASSUMED TO BEAR NORTH 00°28'29" WEST.

COMMENCING AT THE INTERSECTION OF THE PROLONGATION OF THE WEST LINE OF SAID TRACT 73, BLOCK 43 AND THE SOUTH LINE OF A 15 FOOT WIDE STRIP OF LAND ADJACENT TO THE SOUTH LINE OF TRACT 73, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH

54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE ALSO BEING THE NORTH LINE OF THE PLAT OF VALENCIA SHORES - PLAT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 99, PAGES 78 THROUGH 91, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°28'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 750.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°28'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 66.38 FEET; THENCE NORTH 89°31'31" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 00°28'29" EAST, A DISTANCE OF 66.38 FEET; THENCE SOUTH 89°31'31" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF THE LAKE WORTH DRAINAGE DISTRICT E-1 CANAL RIGHT-OF-WAY PER OFFICIAL RECORD BOOK 1585, PAGE 505, PER DEED BOOK 118, PAGE 518, PER OFFICIAL RECORD BOOK 6813, PAGE 1545, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE WEST LINE OF TRACTS 72 AND 73, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IS ASSUMED TO BEAR NORTH 00°28'29" WEST.

COMMENCING AT THE INTERSECTION OF THE PROLONGATION OF THE WEST LINE OF SAID TRACT 73, BLOCK 43 AND THE SOUTH LINE OF A 15 FOOT WIDE STRIP OF LAND ADJACENT TO THE SOUTH LINE OF TRACT 73, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO.3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 45 THROUGH 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE ALSO BEING THE NORTH LINE OF THE PLAT OF VALENCIA SHORES - PLAT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 99, PAGES 78 THROUGH 91, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°28'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 750.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°28'29" WEST, ALONG SAID WEST LINE, A DISTANCE OF 66.38 FEET; THENCE SOUTH 89°31'31" WEST, A DISTANCE OF 70.98 FEET TO THE WEST LINE OF THE SAID LAKE WORTH DRAINAGE DISTRICT E-1 CANAL RIGHT-OF-WAY, DESCRIBED IN INTERAGENCY AGREEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 6813, PAGE 1545, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 00°46'10" EAST, ALONG SAID WEST LINE OF THE SAID LAKE WORTH DRAINAGE DISTRICT E-1 CANAL RIGHT-OF-WAY, A DISTANCE OF 66.38 FEET; THENCE NORTH 89°31'31" EAST, A DISTANCE OF 70.63 FEET TO THE POINT OF BEGINNING.

AND

THIS IS

TOGETHER WITH DRAINAGE AND UTILITY EASEMENTS AS CONTAINED IN THAT DRAINAGE AND UTILITY EASEMENT AGREEMENT RECORDED IN O.R. BOOK 20787, PAGE 1943, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 80 AND 81, BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE SOUTH LINE OF A 15 FOOT WIDE STRIP OF LAND ADJACENT TO THE SOUTH LINE OF TRACTS 73 THROUGH 81, INCLUSIVE, LYING IN BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, IS ASSUMED TO BEAR NORTH 88°58'41" EAST.

COMMENCING AT THE INTERSECTION OF A LINE 183.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID TRACT 80, BLOCK 43 AND THE SOUTH LINE OF A 15 FOOT WIDE STRIP OF LAND ADJACENT TO THE SOUTH LINE OF TRACTS 73 THROUGH 81, INCLUSIVE, LYING IN BLOCK 43, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (SAID LINE ALSO BEING THE NORTH LINE OF THE PLAT OF VALENCIA SHORES - PLAT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 99, PAGES 78 THROUGH 91, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA); THENCE NORTH 00°59'42" WEST, ALONG A LINE 183.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF SAID TRACT 80, BLOCK 43, A DISTANCE OF 501.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°59'42" WEST, ALONG SAID LINE, A DISTANCE OF 157.50 FEET; THENCE NORTH 89°00'17" EAST, ALONG A LINE 15.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLE TO THE NORTH LINE OF SAID TRACTS 80 AND 81, BLOCK 43 (SAID LINE ALSO BEING THE SOUTH LINE OF THE PLAT OF SAVANNAH ESTATES DIAMOND SHAMROCK P.U.D., ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 95, PAGES 159 THROUGH 166, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), A DISTANCE OF 343.34 FEET; THENCE NORTH 00°59'43" WEST, A DISTANCE OF 15.00 FEET TO SAID NORTH LINE; THENCE NORTH 89°00'17" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°59'43" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°00'17" WEST, A DISTANCE OF 343.35 FEET; THENCE SOUTH 00°59'42" EAST, A DISTANCE OF 130.01 FEET; THENCE SOUTH 68°28'05" WEST, A DISTANCE OF 21.36 FEET TO THE POINT OF BEGINNING.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on November 16, 2011, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H11000272599. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N11000010707.

Authentication Code: 111A00026076-111711-N11000010707-1/1

Exhibit "B"

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventeenth day of November, 2011



A handwritten signature in black ink, appearing to read "Kurt S. Browning".

Kurt S. Browning
Secretary of State



November 17, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.
% PULTE HOME CORPORATION
9240 ESTERO PARK COMMONS BLVD.
ESTERO, FL 33928

The Articles of Incorporation for OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC. were filed on November 16, 2011, and assigned document number N11000010707. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H11000272599.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Emplo_ Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6879.

Ruby Dunlap
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 111A00026076

P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF INCORPORATION
FOR
OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

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OF
OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Oak Haven Property Owners' Association, Inc., and its address is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd., Estero, FL 33928.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2011) shall apply to terms used in these Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of a community to be known as "Oak Haven" (and to be platted as Ladera, P.U.D), located in Palm Beach County, Florida. The Association is organized and shall exist on a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a not-for-profit corporation and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Oak Haven pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

- (A) To make and collect assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Common Area.
- (C) To purchase insurance for the protection of the Common Area, Association, and the Members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.
- (E) To make, amend and enforce rules and regulations as set forth in the Governing Documents.
- (F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Oak Haven and the Governing Documents.

(H) To contract for the management and maintenance of Oak Haven, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association’s Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Oak Haven.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration (“HUD/VA”) as long as there is a Class “B” membership.

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the record owners of a fee simple interest in one or more Parcels. Class “A” Members are all owners other than the Developer. The Class “B” Member is the Developer as further provided in the Association’s Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Association’s Bylaws with respect to the Class “B” Member, the owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association’s Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of directors determined by the Association's Bylaws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and following the transition of control of the Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors. The initial Directors are as follows:

Jordan Goldman
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

Scott Brooks
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

Michael Hueniken
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

The initial Officers are as follows: Jordan Goldman - President; Michael Hueniken - Vice President; and Scott Brooks - Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Prior to the transition of control of the Board of Directors, amendments shall be adopted by the Developer. Subsequent to the transition of control of the Board of Directors, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles of Incorporation shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class "B" membership.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Palm Beach County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every director and every officer of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Jordan Goldman
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Scott Brooks
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a not-for-profit corporation to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 15 day of November, 2011.


Jordan Goldman, Incorporator

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

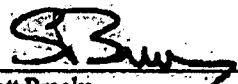
Scott Brooks
c/o Pulte Home Corporation
9240 Estero Park Commons Blvd.
Estero, FL 33928



Jordan Goldman, President

DATE 11/15/11

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



Scott Brooks

DATE 11.9.11

BYLAWS
FOR
OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

EXHIBIT "C"

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BYLAWS
OF
OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

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BYLAWS

OAK HAVEN PROPERTY OWNERS' ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of Oak Haven Property Owners' Association, Inc., hereinafter the "Association", a not-for-profit corporation organized under the laws of Florida for the purpose of operating the Neighborhood pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Association is c/o Pulte Home Corporation, 24311 Walden Center Drive, Bonita Springs, FL 34134.

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

1.3 Definitions. The definitions set forth in the Declaration and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members shall be the record owners of legal title to the Parcels in the Neighborhood. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Palm Beach County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (A)-(C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The Class "A" Members are entitled to one (1) vote for each Parcel they own. The total number of Class "A" votes shall not exceed the total number of Parcels subject to the Declaration. The Class "B" Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Members plus one (1) vote; provide that subsequent to the Turnover Date, the Class "B" Member shall be entitled to one (1) vote for each Parcel it owns. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote may be cast by any one (1) of the Owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new membership becoming effective as provided in 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2.6 Member Petition for Dissolution. Any Member may petition the Circuit Court for the Fifteenth Judicial Circuit for the appointment of a receiver to manage the affairs of the Association in the event of dissolution of the Association.

3. MEMBERS' MEETINGS: VOTING:

3.1 Annual Meeting. There shall be an annual meeting of the Members in each calendar year. The annual meeting shall be held in Palm Beach County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least twenty-five percent (25%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be sent to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Board of Directors, and annual and special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. (except as limited by the Act and these Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by

a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if: the Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the Voting Interests. After a quorum has been established at a Members' meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all Members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of the last Members' meeting
- (C) Reports of Officers

- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Developer. At the Turnover Meeting, and subsequently, Directors shall be elected in accordance with the Act and these Bylaws. Prior to the Turnover Meeting, the Association shall solicit candidates and any eligible person may place his or her name in nomination in advance of the Turnover Meeting, in accordance with those procedures established by the Board of Directors. At the Turnover Meeting, the two (2) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining director elected shall serve an initial one (1) year term. In the event of a tie vote, or if there are three (3) or fewer candidates, the candidates shall mutually agree or shall draw lots to determine which candidate shall serve the initial two (2) year term. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Neighborhood. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a Director is ineligible for Board of Directors membership.

4.3 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason, other than recall by the membership at a Members' meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Members (via a special meeting of the Members) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association's affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case noticing of the meeting may be effectuated by the Board of Directors existing prior to the election.

4.6 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Lee or Palm Beach County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in the Neighborhood for at least forty-eight (48) continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. In the alternative to the posting requirements discussed above, notice of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the governing documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

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

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President (both of whom must be Directors), a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to

be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association's manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association's funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the Association's funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association's manager/management company.

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

6.1 Depository. The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The proposed budget shall reflect the estimated revenues and expenses for that year by categories, as well as the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person, if any.

6.3 Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. Any such reserves collected may be utilized in the manner the Board of Directors determines in its discretion, unless the reserves are specifically classified as "restricted reserves" in which case those funds and any interest thereon shall be utilized only for their intended, restricted purpose, unless the Voting Interests representing a majority of the Voting Interests present, in person or by proxy, at a meeting called for such purpose, vote to utilize "restricted reserves" for other than the intended, restricted purpose.

6.4 Assessments. Regular annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board of Directors. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the resolution of the Board of Directors approving such Assessments. On and subsequent to the Turnover Date, a special Assessment shall not be levied unless it is first approved by two-thirds of the Voting Interests. Provided however, membership approval shall not be required for a special Assessment that relates to the necessary maintenance, repair, insurance or replacement of Common Area, or if the special Assessment is required for the Board of Directors to comply with any law, regulation or order of any municipal, state or federal agency. An Assessment may not be levied at a Board of Directors meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Neighborhood or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

6.6 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.7 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in the Neighborhood or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and uniformly applied and enforced. Subsequent to the Turnover Date, and as long as the Developer owns a Parcel or other property in the Neighborhood, no new or amended rule shall be effective unless the Developer grants its approval in writing, which approval may be denied in the Developer's discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members; Remedies At Law Or In Equity; Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member's tenants, guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

- (1) The Association;
- (2) A Member;
- (3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
- (4) Any tenants, guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member's tenant, guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. Suspension of such use rights does not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

(D) A fine or suspension pursuant to (B) and (C) above may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve the fine, it may not be imposed.

(E) If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use the Common Area and facilities until the monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area use to provide access or utility services to the Parcel, and does not impair the right of an Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting

Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel's occupant, licensee or invitee by mail or hand-delivery.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board of Directors signed by at least one-fourth (1/4) of the Voting Interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or the Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. On and subsequent to the Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests at any annual or special meeting, provided that notice of the proposed amendment has been given to the Members in accordance with law. As long as the Developer owns a Parcel or other property in the Neighborhood, an amendment to these Bylaws shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel or other property in the Neighborhood, no amendment shall be effective if it affects the Developer's rights or alters a provision herein made for the Developer's benefit. Amendment of these Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" membership.

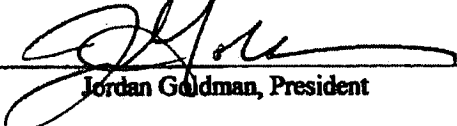
9.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

The foregoing were adopted as the first Bylaws of Oak Haven Property Owners' Association, Inc.
on this 5 day of MARCH, 2012.



Jordan Goldman, President

6073727



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

District Headquarters 3301 Gun Club Road, West Palm Beach, Florida 33406 (561) 686-8800 www.sfwmd.gov

Application 111115-12
Permit 50-02693-S-02

December 12, 2011

Pulte Home Corporation
9240 Estero Park Commons Blvd
Estero, FL 33928

Dear Permittee:

Subject: **Notice of Permit Transfer
Ladera P U D
Palm Beach County, Section 7, Township 45 South, Range 42 East**

In response to your request which we received on November 15, 2011 for transfer of the above, Permit 50-02693-S-02 has been officially transferred from the current permittee, G. H. Savannah Lake, L.L.C., to Pulte Home Corporation, subject to the attached Notice of Rights. As a condition of transfer you have agreed that all terms and conditions of the permit and subsequent modifications, if any, are understood and accepted, and any proposed modification shall be applied for and authorized by this District prior to such modification. The Permit Transfer document including conditions and permit history are enclosed.


Outstanding compliance issues associated with the permit were identified during the transfer review. Please contact Buddy Robson at rrobson@sfwmd.gov or (561) 682-6955 for more information.

Copies of the permit documents can be obtained from the District's ePermitting website at www.sfwmd.gov/ePermitting. If you have questions, please contact John Pfaff at jpgaff@sfwmd.gov or (561) 682-6741.

Exhibit "D"

Application 111115-12
Permit 50-02693-S-02
December 12, 2011

Sincerely,


Reagan Walker, Bureau Chief
Regulatory Support
Regulation Division

RW/j

Enclosure

c: Buddy Robson, SFWMD (via email)

G. H. Savannah Lake, L.L.C. CERT #7009 3410 0002 3595 7753

Palm Beach County Engineer (via email)

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. 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.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PERMIT TRANSFER FOR
ENVIRONMENTAL RESOURCE PERMIT NO. 50-02693-S-02

DATE ISSUED : DEC 12, 2011

PERMITTEE: PULTE HOME CORPORATION
(LADERA P U D)
9240 ESTERO PARK COMMONS BLVD
ESTERO, FL 33928

ORIGINAL PERMIT ISSUED: JULY 10, 2007, MODIFIED AS DESCRIBED IN ATTACHED PERMIT HISTORY.

ORIGINAL PROJECT AUTHORIZATION: CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 43 ACRE RESIDENTIAL DEVELOPMENT KNOWN AS LADERA.

CURRENT AUTHORIZATION: TRANSFER CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 43 ACRE RESIDENTIAL DEVELOPMENT KNOWN AS LADERA PUD.

PROJECT LOCATION: PALM BEACH COUNTY

SECTION: 7 TWP: 45S RGE: 42E

PERMIT DURATION: AS PREVIOUSLY PERMITTED.

In response to Transfer Application No. 111115-12, dated November 4, 2011 this Permit Transfer is issued pursuant to the applicable provisions of Part IV, Chapter 373, Florida Statutes (F.S) and Rules 40E-1.6107 and 40E-4.351, Florida Administrative Code.

All Permit design specifications, special and general/limiting Permit conditions, and other terms and requirements contained in the Permit shall remain in full force and effect unless further modified by the South Florida Water Management District and shall be binding upon the Permittee, for the duration of the Permit, as specified in Rule 40E-4.4321, Florida Administrative Code.

In the event the property is sold or otherwise conveyed, the Permittee shall remain liable for compliance with this Permit until permit transfer to the new owner is approved by the District. Rule 40E-1.6105, Florida Administrative Code requires written notification to the District within 30 days of the transfer of any interest in the permitted real property, giving the name and address of the new owner in interest with a copy of the instrument effecting the transfer.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 6 OF 8 (37 SPECIAL CONDITIONS)

SEE PAGES 7 - 8 OF 8 (19 GENERAL CONDITIONS)

By

Reagan Walker

Reagan Walker, Bureau Chief

Regulatory Support

SPECIAL CONDITIONS

1. THE CONSTRUCTION PHASE OF THIS PERMIT SHALL EXPIRE ON JULY 10, 2012.
2. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM AND PERPETUAL MAINTENANCE OF THE WETLAND CONSERVATION EASEMENT SHALL BE THE RESPONSIBILITY OF LADERA HOMEOWNERS ASSOC INC. WITHIN ONE YEAR OF PERMIT ISSUANCE OR CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION, WHICHEVER COMES FIRST, THE PERMITEE 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:
 - 1-6' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 19.1' NGVD 29.
 - 1-1.2' W X 1' H TRAPEZOIDAL ORIFICE WITH INVERT AT ELEV. 16' NGVD 29.

 - RECEIVING BODY : LWDD E-1 CANAL
CONTROL ELEV : 16 FEET NGVD 29.
4. THE PERMITEE 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. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
10. THE PERMITEE SHALL PROVIDE ROUTINE MAINTENANCE OF ALL OF THE COMPONENTS OF THE SURFACE WATER MANAGEMENT SYSTEM IN ORDER TO REMOVE ALL TRAPPED SEDIMENTS/DEBRIS. ALL MATERIALS SHALL BE PROPERLY DISPOSED OF AS REQUIRED BY LAW. FAILURE TO PROPERLY MAINTAIN THE SYSTEM MAY RESULT IN ADVERSE FLOODING CONDITIONS.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. MINIMUM BUILDING FLOOR ELEVATION: BASIN: SITE - 21.00 FEET NGVD.

13. MINIMUM ROAD CROWN ELEVATION: BASIN: SITE - 18.00 FEET NGVD.
14. AN AVERAGE 25' WIDE, MINIMUM 15', BUFFER OF UNDISTURBED UPLAND VEGETATION SHALL BE MAINTAINED BETWEEN THE PROPOSED DEVELOPMENT AND EXISTING WETLANDS. BUFFERS SHALL BE STAKED AND ROPED AND DISTRICT ENVIRONMENTAL STAFF NOTIFIED FOR INSPECTION PRIOR TO CLEARING.
15. A WELTAND PRESERVE MONITORING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT NOS. 3.2-3.9. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH ANNUAL REPORTS SUBMITTED TO DISTRICT STAFF.
16. AS REQUESTED IN THE FEBRUARY 10, 2006 LETTER FROM THE DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES THE PERMITTEE SHALL RETAIN THE SERVICES OF A PROFESSIONAL ARCHAEOLOGIST AND PERFORM A CULTURAL RESOURCE RECONNAISSANCE SURVEY OF THE PROJECT AREA. THE SURVEY SHOULD INCLUDE RANDOM TESTING BASED ON PROBABILITY ZONES, IN ORDER TO ASSESS THE PROBABILITY OF THE PRESENCE OF HISTORIC PROPERTIES. THE RESULTANT REPORT SHOULD CONFORM TO THE SPECIFICATIONS SET FORTH IN CHAPTER 1A-46, FLORIDA ADMINISTRATIVE CODE, AND BE FORWARDED TO THE DIVISION OF HISTORICAL RESOURCES IN ORDER TO COMPLETE THE PROCESS OF REVIEWING THE IMPACT OF THE PROPOSED PROJECT ON HISTORIC PROPERTIES. FURTHER INVESTIGATIONS MAY BE NECESSARY IF RESOURCES ARE ENCOUNTERED.

IF HISTORICAL/ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED, SITE ALTERATION ACTIVITIES SHALL BE POSTPONED UNTIL SUCH TIME AS THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES GRANTS AUTHORIZATION TO COMMENCE WORK.
17. ANY FILL MATERIAL AROUND NEWLY INSTALLED STRUCTURES SHALL BE FULLY COMPACTED WITH PERMITTEE BEING RESPONSIBLE FOR CORRECTION OF ANY EROSION PROBLEMS.
18. ALL CONTRACTORS MUST BE PROVIDED WITH A COPY OF THE STAFF REPORT AND PERMIT CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE PERMITTEE IS RESPONSIBLE FOR ENSURING THAT ALL CONTRACTORS ADHERE TO THE PROJECT CONSTRUCTION DETAILS AND METHODS INDICATED ON THE ATTACHED PERMIT EXHIBITS AND DESCRIBED HEREIN.
19. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AS INDICATED IN EXHIBIT NO. 3.2. THE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
20. ALL TEMPORARY WETLAND IMPACTS ASSOCIATED WITH CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE S-203 BOX CULVERT WITHIN THE WETLAND PRESERVE SHALL BE RESTORED TO SURROUNDING WETLAND ELEVATIONS AND ALLOWED TO REVEGETATE WITH NATIVE WETLAND VEGETATION THROUGH NATURAL RECRUITMENT.
21. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLAND PRESERVE AND BUFFER AREAS SHALL BE ROPED/FENCED TO PREVENT ENCROACHMENT INTO THE PROTECTED AREAS. USING GLOBAL POSITIONING SYSTEM (GPS) TECHNOLOGY, THE PERIMETER OF THE PRESERVE AREA(S) SHALL BE IDENTIFIED FOR FUTURE REFERENCE. THE DATA SHALL BE DIFFERENTIALLY CORRECTED AND ACCURATE TO LESS THAN A METER (+/- ONE METER OR BETTER). ELECTRONIC COPIES OF THE GPS DATA SHALL BE PROVIDED TO THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF. THE PERMITTEE SHALL NOTIFY THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF IN WRITING UPON COMPLETION OF THE ROPING/FENCING AND SCHEDULE AN INSPECTION OF THIS WORK. THE ROPING/FENCING SHALL BE SUBJECT TO DISTRICT STAFF APPROVAL. THE PERMITTEE SHALL MODIFY THE ROPING/FENCING IF DISTRICT STAFF DETERMINES THAT IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. ROPING/FENCING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
22. ENDANGERED SPECIES, THREATENED SPECIES AND/OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND/OR THE U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS AND/OR NECESSARY PERMITS

TO AVOID IMPACTS TO LISTED SPECIES.

23. THE WETLAND PRESERVATION AREA AND UPLAND BUFFER ZONE SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE DECLARATION FOR LADERA WHICH CAN BE FOUND WITHIN THE PERMIT FILE, AND IN WHICH THE FIRST PAGE OF THE DRAFT DOCUMENT IS INCLUDED AS EXHIBIT NO. 3.19 . RESTRICTIONS FOR USE OF THE CONSERVATION/ COMMON AREAS SHALL STIPULATE:

THE WETLAND PRESERVATION AREA AND UPLAND BUFFER ZONE ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE CONSERVATION/COMMON AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE AS DOCUMENTED IN EXHIBIT NOS. 3.2 - 3.9, WITH THE EXCEPTION OF PERMITTED ENHANCEMENT ACTIVITIES. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

COPIES OF RECORDED DOCUMENTS SHALL BE SUBMITTED TO THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF CONCURRENTLY WITH ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.

24. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND IN ACCORDANCE WITH THE WORK SCHEDULE IN EXHIBIT NO. 4.0, THE PERMITEE SHALL SUBMIT TWO CERTIFIED COPIES OF THE RECORDED CONSERVATION EASEMENT FOR THE MITIGATION AREA AND ASSOCIATED BUFFERS. THE DATA SHALL BE SUPPLIED IN A DIGITAL ESRI GEODATABASE (MDB), ESRI SHAPEFILE (SHP) OR AUTOCAD DRAWING INTERCHANGE (DXF) FILE FORMAT USING FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (3601), DATUM NAD83. HARN WITH THE MAP UNITS IN FEET. THIS DATA SHALL BE SUBMITTED AS A PAPER MAP DEPICTING THE CONSERVATION EASEMENT OVER THE BEST AVAILABLE SATELLITE OR AERIAL IMAGERY. THIS DATA SHALL ALSO RESIDE ON A CD OR FLOPPY DISK AND BE SUBMITTED TO THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION IN THE SERVICE AREA OFFICE WHERE THE APPLICATION WAS SUBMITTED.

THE RECORDED EASEMENT SHALL UTILIZE THE FORM ATTACHED AS EXHIBIT NOS. 3.10 - 3.18. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT. THE EASEMENT MUST BE FREE OF ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. IN THE EVENT IT IS LATER DETERMINED THAT THERE ARE ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS.

25. THE WETLAND PRESERVATION AREA AND UPLAND BUFFER ZONES SHOWN ON EXHIBIT NO. 3.1 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIALS; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.
26. IN ACCORDANCE WITH EXHIBIT NO. 4.0, THE PERMITEE SHALL PROVIDE TO THE DISTRICT THE FULLY EXECUTED AND RECORDED DOCUMENT DEPICTED IN EXHIBIT NOS. 3.10-3.1B TO THIS STAFF REPORT.
27. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT NO. 3.2-3.9 FOR THE PRESERVED WETLAND AND UPLAND BUFFER AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THOSE AREAS AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREA IS MAINTAINED FREE FROM CATEGORY 1 EXOTIC VEGETATION (AS DEFINED BY THE FLORIDA EXOTIC PEST PLANT COUNCIL AT THE TIME OF PERMIT ISSUANCE) IMMEDIATELY FOLLOWING A MAINTENANCE

- ACTIVITY. COVERAGE OF EXOTIC AND NUISANCE PLANT SPECIES SHALL NOT EXCEED 5% OF TOTAL COVER BETWEEN MAINTENANCE ACTIVITIES. IN ADDITION, THE PERMITEE SHALL MANAGE THE CONSERVATION AREAS SUCH THAT EXOTIC/NUISANCE PLANT SPECIES DO NOT DOMINATE ANY ONE SECTION OF THOSE AREAS.
28. THE PERMITEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MONITORING AND MAINTENANCE OF THE WETLAND PRESERVE AREAS FOR THE DURATION OF THE 5-YEAR PLAN. THE PRESERVATION AREA SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND DISTRICT ENVIRONMENTAL RESOURCE COMPLIANCE STAFF HAS CONCURRED.
 29. THE AREAS TO BE TEMPORARILY DISTURBED BY THE INSTALLATION OF CONTROL STRUCTURES IN WETLAND PRESERVE WILL BE BACKFILLED TO APPROPRIATE WETLAND ELEVATIONS WITHIN 30 DAYS OF INSTALLATION. MONITORING OF THE REPLANTED AREAS SHALL CONSIST OF PHOTOS TAKEN FROM FIXED POINT PHOTOSTATIONS AND SHALL BE DONE CONCURRENTLY WITH OTHER REQUIRED MONITORING FOR THE WETLAND PRESERVE AREA.
 30. THE DISTRICT RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITEE IF MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO ONSITE OR OFFSITE WETLANDS, UPLAND CONSERVATION AREAS OR BUFFERS, OR OTHER SURFACE WATERS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
 31. IF MONITORING REPORTS OR OTHER INFORMATION SHOW THE PRESERVED WETLANDS HAVE BEEN NEGATIVELY AFFECTED BY THE PERMITTED DEVELOPMENT IN A MANNER THAT IS IRREVERSIBLE (SUCH AS IMPOUNDING THE WETLAND AND DROWNING THE EXISTING VEGETATION OR A REDUCTION IN THE HYDROPERIOD RESULTING IN THE TRANSITION OF WETLANDS INTO UPLAND/TRANSITIONAL HABITAT), THE PERMITEE SHALL BE REQUIRED TO SUBMIT A REMEDIATION PLAN WITHIN 30 DAYS OF NOTIFICATION BY THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF OF SUCH CONDITIONS. THE REMEDIATION PLAN MAY INCLUDE ONSITE OR OFFSITE MITIGATION AS NECESSARY TO ADDRESS ANY DEFICIENCIES.
 32. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT THE INTERSECTION OF THE BUFFER AND EACH LOT LINE. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
 33. A TIME ZERO MONITORING REPORT FOR SHALL BE CONDUCTED FOR ALL ENHANCED AND PRESERVED WETLANDS. THE PLAN SHALL INCLUDE A SURVEY OF THE AREAL EXTENT, ACREAGE AND CROSS-SECTIONAL ELEVATIONS OF THE CREATED/RESTORED AREAS AND PANORAMIC PHOTOGRAPHS FOR EACH HABITAT TYPE. THE REPORT SHALL ALSO INCLUDE A DESCRIPTION OF PLANTED SPECIES, SIZES, TOTAL NUMBER AND DENSITIES OF EACH PLANT SPECIES WITHIN EACH HABITAT TYPE AS WELL AS MULCHING METHODOLOGY.
 34. ACTIVITIES ASSOCIATED WITH THE IMPLEMENTATION OF THE MONITORING AND MAINTENANCE PLAN SHALL BE COMPLETED IN ACCORDANCE WITH THE WORK SCHEDULE ATTACHED AS EXHIBIT NO. 4.0. ANY DEVIATION FROM THESE TIME FRAMES WILL REQUIRE PRIOR APPROVAL FROM THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE STAFF. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE CHANGE, (2) PROPOSED START/FINISH AND/OR COMPLETION DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE PROJECT DEVELOPMENT.
 35. PURSUANT TO AN EMERGENCY ORDER OF THE GOVERNING BOARD OF THE DISTRICT, APPLICATIONS FOR WATER USE PERMITS FOR DEWATERING ASSOCIATED WITH THE CONSTRUCTION OF THE SURFACE WATER MANAGEMENT FACILITIES PROPOSED WITH THIS APPLICATION WILL BE CONSIDERED ON A CASE BY CASE BASIS, AND MAY OR MAY NOT BE ISSUED PRIOR TO THE GOVERNING BOARD RESCINDING OR MODIFYING THE ORDER. IN ADDITION, NO IRRIGATION WITH PREVIOUSLY UNALLOCATED WATER MAY BE CONDUCTED PRIOR TO THE GOVERNING BOARD RESCINDING OR MODIFYING THE ORDER.
 36. THE OPERABLE STRUCTURE SHALL REMAIN LOCKED AT ALL TIMES UNLESS SPECIFIC APPROVAL IS GRANTED BY THE LAKE WORTH DRAINAGE DISTRICT (LWDD) FOR ITS OPERATION. AT NO TIME SHALL THE STRUCTURE BE OPERATED TO BYPASS THE WATER QUALITY DETENTION REQUIREMENTS OR TO LOWER THE LAKE LEVELS BELOW THE PERMITTED CONTROL ELEVATION FOR THE PROJECT. IF FOR WHATEVER REASON, IT IS DETERMINED THAT THE PERMITEE HAS

NOT COMPLIED WITH THE DIRECTIVES OF THE LWDD, AND/OR HAS OPERATED THE STRUCTURE CONTRARY TO THE INTENDED PURPOSE OF AN EMERGENCY OUTFLOW (WHEN CANAL CONDITIONS PERMIT), THE STRUCTURE SHALL BE MODIFIED TO PERMANENTLY PREVENT OPERATION OF THE STRUCTURE. IN ADDITION, THE STRUCTURE SHALL BE EQUIPPED WITH A LOCKING MECHANISM TO PREVENT UNAUTHORIZED USE. A STAFF GAGE SHALL BE INSTALLED UPSTREAM OF THE STRUCTURE SO THAT LAKE LEVELS WITHIN THE PROJECT CAN BE QUICKLY DETERMINED.

37. CONCURRENT WITH SUBMISSION OF THE CONSTRUCTION COMPLETION CERTIFICATION (AS REQUIRED BY GENERAL CONDITION NO. 6), THE PERMITEE SHALL PROVIDE THE FOLLOWING INFORMATION PERTAINING TO THE AS-BUILT CONDITION OF THE OPERABLE WATER CONTROL STRUCTURE:

- 1) ONE (1) DIGITAL PHOTOGRAPH OF THE OPERABLE WATER CONTROL STRUCTURE (.JPG FORMAT).
- 2) GPS COORDINATES OF THE CENTER OF THE OPERABLE WATER CONTROL STRUCTURE REFERENCED TO US STATE PLANE 1983, FLORIDA EAST 0901. (MSWORD OR MSEXCEL)
- 3) DESCRIPTION OF AS-BUILT GEOMETRY OF THE OPERABLE WATER CONTROL STRUCTURE (MSWORD OR MSEXCEL).
- 4) NARRATIVE DESCRIBING THE ACCESS TO AND LOCATION OF THE OPERABLE WATER CONTROL STRUCTURE (MSWORD).

ALL OF THE INFORMATION LISTED ABOVE SHALL BE SUBMITTED IN ELECTRONIC FORM (E-MAIL, CD OR FLOPPY DISK) TO THE ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION (MSC4230) AND REFERENCE THE APPLICATION NO. 060130-16 AND PERMIT NO. 50-02693-S-02.

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 PERMITEE 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 PERMITEE 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 PERMITEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITEE 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 PERMITEE 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 PERMITEE 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 PERMITEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A PROFESSIONAL ENGINEER OR OTHER INDIVIDUAL AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION/CERTIFICATION FORM NUMBER 0881A, OR ENVIRONMENTAL RESOURCE SURFACE WATER MANAGEMENT PERMIT CONSTRUCTION COMPLETION CERTIFICATION - FOR PROJECTS PERMITTED PRIOR TO OCTOBER 3, 1995 FORM NO. 0881B, INCORPORATED BY REFERENCE IN RULE 40E-1.659, F.A.C. 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 ARE 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" DRAWINGS. 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 PERMITEE 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 PERMITEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITEE 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 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 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.

PERMIT HISTORY

12-DEC-2011
transfer_history

Permit No: 50-02693-S-02

Project Description: LADERA P U D

Issue Date	App #	Permit Type	Purpose	Project Owner	Project
10-JUL-07	060130-16	ERP MOD GENERAL	STANDARD GEN. PERMIT	M TOUSA HOMES INC	LADERA
26-MAY-11	110421-10	ERP TRANS GENERAL	PERMIT TRANSFER	G H SAVANNAH LAKE L L C	LADERA P U D
12-DEC-11	111115-12	ERP TRANS GENERAL	PERMIT TRANSFER	PULTE HOME CORPORATION	LADERA P U D

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or PO Box No. City, State, ZIP
GH Savannah Lake, LLC
111 SW 3rd Street, PH
Miami, FL 33130

PS Form 3800

TRANSFER OF UTILITIES ACKNOWLEDGMENT AND AGREEMENT

Community: _____

Purchaser/Homeowner: _____

Lot/Block and Address: _____

The undersigned understands and acknowledges that Pulte Home Corporation will maintain the utilities for the above named property for a maximum of **48 hours (excluding weekends and holidays)** after the close of escrow. Further, the homeowner understands that if he/she does not transfer the above mentioned utilities into their name within 48 hours, the utilities will be turned off. Any reconnect fees that may be charged by the utility company will be the responsibility of the homeowner.

Please note that the homeowner will be responsible for any damage resulting from lack of power to the unit as this would not be covered by warranty. Pulte Home Corporation and its subsidiaries cannot be held liable for any damage to the unit or landscaping resulting from lack of power including, but not limited to, damage to floorings, walls and wall coverings, baseboard and trim moldings, or personal belongings caused by mold, mildew, poor indoor air quality or other conditions that may be present.

Please use the contact information below to have services transferred into your name:

- The Plantation / Whispering Palms**
 - o Electricity – FPL (800) 226-3545 or (239) 334-7754
 - o Water and sewer – City of Fort Myers (239) 332-6855
- Twin Eagles**
 - o Electricity – FPL (800) 375-2434 or (239) 334-7754
 - o Water and sewer – Orange Tree Utilities (239) 596-4088
- Sandoval**
 - o Electricity – LCEC (239) 995-2121
 - o Water and sewer – City of Cape Coral (239) 574-7722
- Villagewalk of Bonita Springs / Hawthorne**
 - o Electricity – FPL (800) 375-2434 or (239) 334-7754
 - o Water and sewer – Bonita Springs Utilities (800) 583-1496 or (239) 992-0711
- Veronawalk / The Quarry / Madison Park**
 - o Electricity – FPL (800) 375-2434 or (239) 334-7754
 - o Water and Sewer – Collier County Utilities (239) 252-2380
- Ave Maria**
 - o Electricity – LCEC – (239) 995-2121
 - o Water and Sewer – AMUC – (239) 348-0248
- Island Walk**
 - o Electricity – FPL (800) 375-2434 or (941) 917-0708
 - o Water and Sewer – North Port Utilities (941) 426-9500
- Isles of Sarasota / Stonehaven / Venetian Falls**
 - o Electricity – FPL (800) 375-2434 or (941) 917-0708
 - o Water and Sewer – Sarasota County Utilities (941) 861-6790
- Heron Bay**
 - o Electricity – FPL (800) 375-2434 or (321) 723-7795
 - o Water and Sewer – City of Palm Bay Utilities (321) 952-3420
- Mallory Creek / Windsor Park**
 - o Electricity – FPL (800) 375-2434 or (561) 697-8000
 - o Water – Town of Jupiter (561) 746-5134
 - o Sewer - Loxahatchee River District (561) 747-5700
- Isles @ Waterway Village**
 - o Electricity – FPL (800) 375-2434 or (772) 462-0555
 - o Water and Sewer – Indian River Utilities (772) 770-5300
- Copperleaf / Vero Largo**
 - o Electricity – FPL (800) 226-3545
 - o Water and Sewer – Martin County Utilities (772) 221-1442
- Verandah**
 - o Electricity – FPL (800) 226-3545
 - o Water and Sewer – Lee County (800) 485-0214 or (239) 936-0247

- **Oak Haven**
 - Electricity – FPL (800) 226-3545
 - Water and Sewer – Palm Beach County Utilities (561) 740-4600
- **Oakmont Estates / Castellina**
 - Electricity – FPL (800) 226-3545
 - Water and Sewer – Wellington County Utilities (561) 791-4010
- **Riverwood**
 - Electricity – FPL (800) 226-3545
 - Water and Sewer – Riverwood Community Development Utilites (800) 403-4644
- **Cypress Falls**
 - Electricity – FPL (800) 226-3545 or (941) 917-0708
 - Water and Sewer – City of North Port (941) 429-7122

I (we), as buyer(s) and/or homeowner(s), hereby acknowledge receipt of this letter, agree to transfer the above mentioned utilities into my (our) name within **48 hours** of close of escrow, and release Pulte Home Corporation and its subsidiaries from any damage resulting from failure to do so.

Buyer 1

Date

Buyer 2

Date

<<Community Name>>

Purchase Agreement

<<Community Address>> <<Community City State Zip>>

HOME PURCHASE AGREEMENT

This Home Purchase Agreement (the "Agreement"), dated _____ for reference purposes, is between the Buyer and Seller as set forth below.

1. BUYER AND SELLER.

1.1 **Buyer.** "Buyer" is the party, or collectively, the parties, listed below:

Name(s)	Current Address	Telephone
_____	_____	_____ (H)
	_____	_____ (M)

e-mail address: _____

1.2 **Seller.** "Seller" is Pulte Home Corporation.

1.3 Seller's address is:

24311 Walden Center Dr
Suite 300
Bonita Springs, FL 34134

2. PROPERTY.

2.1 **Description of Property.** Seller agrees to sell and Buyer agrees to purchase a single family home (the "Home") located on the lot described below (the "Lot"). The Home and the Lot are collectively referred to as the "Property."

_____	_____	_____
Seller's Plan/Model ID	Seller's Elevation ID	Buyer's New Home Address
_____	_____	_____/_____/_____/_____
Home Site (Lot/Block/Section)	Unit No.	City/County/State/Zip
_____	_____	_____

3. PURCHASE PRICE AND DEPOSITS.

- 3.1 Total Purchase Price.** Buyer agrees to pay Seller the Total Purchase Price for the Property, such amount being the base price of the Property as set forth on the attached Job Initiation Order ("JIO"), plus the price of all options, upgrades and premiums selected by Buyer on the JIO, any Change Order, or addenda. Buyer understands that the current Total Purchase Price as set forth on the JIO is subject to change according to the terms of this Agreement and may be different than the final Total Purchase Price that will be paid at Closing. All sums to be paid by Buyer to Seller prior to Closing must be paid in U.S. funds by personal check, certified check or by wire transfer of funds. All sums to be paid at Closing must be in the form of a cashier's check or wire transfer of funds.
- 3.2 Deposit(s).** The "Deposit(s)" shall mean the Earnest Money Deposit and any amount paid with regard to options, upgrades or premiums pursuant to this Agreement, the JIO, any Change Order, or addenda. Buyer acknowledges that Seller may require additional Deposit(s) in cash for certain options, upgrades or premiums and that such Deposit(s) are non-refundable, except as expressly provided in this Agreement or by applicable law. BUYER AGREES THAT DEPOSIT(S) WILL BE PAID DIRECTLY TO SELLER TO BE USED IN SELLER'S SOLE AND ABSOLUTE DISCRETION. BUYER UNDERSTANDS THAT DEPOSIT(S) WILL NOT BE PLACED IN A NEUTRAL ESCROW AND ASSUMES THE RISK OF LOSING SUCH MONIES IF SELLER FAILS TO PERFORM UNDER THE TERMS OF THIS AGREEMENT. If Buyer deposited funds with Roetzel & Andress, PA, Buyer acknowledges that upon the execution of this Agreement, Buyer authorizes Roetzel & Andress, P.A. to transfer any Deposit(s) to Seller's account, to be credited against the Total Purchase Price for the Property. To the extent the Deposit(s), or any portion thereof, are refunded to Buyer pursuant to this Agreement, Buyer shall have no right to make a claim for or receive any interest deemed to be or actually accrued on the Deposit(s), except as provided in Section 10.4. By initialing below, Buyer indicates complete understanding of all terms and conditions applicable to the Deposit(s).

Buyer Initials	Buyer Initials

4. FINANCING THE PURCHASE OF THE PROPERTY

- 4.1 FINANCING THE PURCHASE OF THE PROPERTY.** Unless otherwise indicated on an Addendum or Change Order signed by both parties and subject to the terms and conditions set forth in this Agreement, Buyer shall obtain a Notice of Loan Approval (as defined in Section 4.1.2 below) and deliver same to Seller on or before 60 days from the date of Buyer's execution of this Agreement (the "Loan Approval Deadline").
- 4.1.1 Time to Make Application.** Within five (5) calendar days from the date Buyer executes this Agreement (the "Loan Application Deadline"), Buyer must complete an application (collectively, the "Loan Application(s)") for any loan(s) required by Buyer to Close the purchase of the Property. In addition, Buyer agrees to provide Buyer's lender all requested supporting documentation ("Supporting Documentation") within three (3) business days of the lender's request therefore (the "Supporting Documentation Deadline"). In the event Buyer fails to complete the Loan Application(s) on or before the Loan Application Deadline, or provide the lender with Supporting Documentation on or before the Supporting Documentation Deadline, then Seller may declare Buyer in default and exercise its remedies as set forth in Section 10.
- 4.1.2 Notice of Loan Approval.** "Notice of Loan Approval" is a written statement by a lender stating that the lender has approved making a loan to Buyer in the amount requested by Buyer and specifying all conditions necessary for the lender to fund the loan.
- 4.1.3 Buyer's Best Efforts.** Buyer must use best efforts to obtain a Notice of Loan Approval and to maintain the Notice of Loan Approval from the date obtained by Buyer until the Closing. Further, Buyer agrees not to take any action (or fail to act) the consequence of which might adversely affect Buyer's Loan

Application or Notice of Loan Approval. In the event Buyer fails to comply with the terms of this Section, then Seller may declare the Buyer in default and exercise its remedies as set forth in Section 10.

- 4.1.4 Buyer's Obligation to Notify Seller.** Within three (3) business days after Buyer receives written notification from Buyer's lender, Buyer shall provide Seller a copy of any correspondence from Buyer's lender that (i) lender has approved making a loan to Buyer (even if subject to conditions), (ii) Buyer has failed to qualify for, or been otherwise denied, a loan, or (iii) the approval or approval conditions of Buyer's loan have changed from that reported in any prior correspondence. In addition, within three (3) business days of Buyer becoming aware of such reason, Buyer shall notify Seller of any reason that substantially impairs Buyer's ability to perform under this Agreement.
- 4.1.5 Failure to Deliver Notice of Loan Approval.** Regardless of the reason, if Buyer fails to deliver to Seller written Notice of Loan Approval on or before the Loan Approval Deadline, Seller shall deliver to Buyer a notice of financing deficiency ("Financing Deficiency Notice"). Buyer shall have three (3) business days after receipt of a Financing Deficiency Notice in which to provide Seller (i) written Notice of Loan Approval, (ii) an executed Cash Sale Addendum, in a form acceptable to Seller, and provide documentation evidencing that Buyer has sufficient funds readily available to pay cash for the Property as provided in such Cash Sale Addendum, or (iii) written notice of Buyer's election to terminate this Agreement. If Buyer fails to cure the financing deficiency as set forth in the preceding sentence, Seller may declare the Buyer in default and exercise its remedies as set forth in Section 10. Provided Buyer has otherwise complied with the terms of this Agreement, if Buyer elects to terminate this Agreement as provided in (iii) above, Seller shall refund all Deposit(s) paid by Buyer only after Buyer executes a document, in a form acceptable to Seller, terminating and releasing Seller from any further obligations under this Agreement.
- 4.1.6 Further Evidence.** At any time after the Loan Approval Deadline, Seller may request that Buyer provide Seller reasonable proof that Buyer's Notice of Loan Approval remains valid so that Buyer will be able to obtain the loan(s) referenced in this Section 4.1 on or before the date upon which Seller reasonably anticipates that the Closing will occur (e.g., a letter from Buyer's lender). If Buyer is unable to provide Seller such proof within five (5) business days of Seller's request, Seller may declare the Buyer in default and exercise its remedies as set forth in Section 10.
- 4.1.7 Loan Closing.** Buyer agrees to cause Buyer's lender(s) to deliver the loan proceeds to the Closing or Escrow Agent as part of the Total Purchase Price at the Closing.
- 4.1.8 Agreement Not a Loan Application.** Buyer acknowledges that this Agreement does not constitute a loan application, a loan approval or a commitment by any lender or Seller. The loan, if any, is to be obtained by Buyer, and Seller has no responsibility whatsoever in connection therewith including, but not limited to, "locking" of loan interest rates.
- 4.1.9 Nonrefundable Deposit(s).** Notwithstanding anything to the contrary contained in this Agreement, Buyer specifically agrees that once Buyer obtains a Notice of Loan Approval, the Deposit(s) paid by Buyer shall no longer be refundable unless Seller is in default under this Agreement or as required by applicable law.
- 4.2 Pulte Mortgage LLC.** Pulte Mortgage LLC, an affiliate of Seller, does business under the name Pulte Mortgage and may make available financing services in connection with a home purchase. The terms and conditions of such financing will be separately disclosed upon Buyer's qualification for such financing. Seller makes no representation with respect to the interest rate or other terms of such financing, whether such financing will be available or if and when Buyer may qualify for such financing. Buyer is not required to use Pulte Mortgage although certain incentives may be available if Buyer finances through Pulte Mortgage.
- 4.3 Appraised Value of Options.** Buyer acknowledges that the appraised value of the Property (or the amount of any loan) may not increase in direct proportion to the price increase attributable to the addition of some options, upgrades or premiums. If the appraised value of the Property (or the amount of any loan) does not correspondingly increase, Buyer will be responsible for payment of any shortfall in cash. Payment for options shall be credited against the Total Purchase Price.

5. BUYER OPTIONS SELECTIONS

5.1 Buyer Option Selections. Buyer agrees to select options and upgrades on or before 30 days after the date Buyer signs the Agreement. Buyer agrees to schedule and attend all necessary appointments to make Buyer's selections. Buyer's selections will be final and binding. Buyer agrees that the prices for all selections shall be the price in effect at the time of selection. If Buyer has not made such selections within the required time period, Seller may either (i) make such selections for Buyer, in which case Buyer shall be bound by such selections or (ii) declare Buyer in default and exercise its remedies as set forth in Section 10. If Buyer's selections become unavailable at the time of construction for any reason, including a change in suppliers, Buyer will make another selection within five (5) days of being notified of such unavailability and the Total Purchase Price will be adjusted accordingly. Buyer agrees that Seller assumes no liability for deviations in color or texture that are associated with the manufacturing process. Buyer further acknowledges that color variations in all natural and some man-made products are to be expected and shall be binding on Buyer, provided those variations are within industry tolerances. BY INITIALING BELOW, BUYER ACKNOWLEDGES THAT BUYER HAS RECEIVED A LIST OF AVAILABLE OPTIONS AND HAS 30 DAYS FROM THE DATE BUYER SIGNS THIS AGREEMENT TO FINALIZE ALL NON-STRUCTURAL OPTION CHOICES. ALL STRUCTURAL OPTIONS MUST BE SELECTED AS OF THE DATE BUYER SIGNS THIS AGREEMENT.

Buyer Initials	Buyer Initials

- 5.1.1 Garage Location/ Plan Orientation.** Buyer acknowledges that the Home may be built in reverse of the floor plan shown in the brochure or model (dependent upon pre-determined utility positioning requirements), including garage orientation as determined solely by Seller. Seller reserves the right to determine the location, configuration and orientation (including garage location – right or left) of the Home upon the Lot. Seller makes no representation as to the location of utility lines, boxes or structures, fire hydrants, cluster mailboxes, if applicable, light poles, storm drainage pipes and/or other neighborhood structures or improvements. Buyer acknowledges that the Lot may have all or some of such items.
- 5.1.2 Flooring.** Seller has advised Buyer of the flooring options available to Buyer and that certain areas of the Home may not be well suited for certain types of flooring (for example, hardwood floors may not be well suited for areas of the Home with a higher likelihood of moisture, such as kitchens, laundry rooms or bathrooms). If Buyer nevertheless chooses to install floor covering types in areas of the Home in which they are not well suited, Seller will not be responsible for any resulting damage and Buyer will not receive warranty coverage under the Home Protection Plan (defined below) for such damage.
- 5.1.3 Inventory or Partially Completed Homes.** Notwithstanding any conflicting terms in this Agreement, if Buyer is purchasing an existing or partially completed home, (an "Inventory Home"), the above time deadline for option selections is not applicable to Buyer. Buyer must make any available option selections within seven (7) days after the date Buyer signs this Agreement. If Buyer fails to do so, Seller may make such selections on behalf of Buyer, in which case Buyer shall be bound by such selections. Buyer acknowledges that Buyer's ability to select options with respect to an Inventory Home will depend upon the level of completion of the Inventory Home at the time Buyer signs this Agreement and that Buyer may be entitled to pick only limited options or no options. Buyer represents that Buyer has inspected the Home and understands that except for those items listed in the JIO, any Change Order or addenda, the Home is sold "as built." Buyer understands that the current plan offered for newly built homes may have standard features not included in the Inventory Home and those features will not be included in the Home.

- 5.1.4 Seller's Right to Change or Limit Designs and Option Selections.** Seller reserves the right to change or limit the design of other homes in the community and/or change or limit any options or included features offered. **If Seller changes or limits the design of other homes in the community and/or changes or limits any options or included features, Seller shall have no obligation to make corresponding changes to the Home sold to Buyer.**
- 5.1.5 Buyer Improvements.** Buyer agrees that it will not make any personal changes or additions to the Home or Property prior to Closing, including, but not limited to, the installation or addition of any equipment, wiring, appliances, wall coverings, sprinkler systems or paint. If Buyer violates this provision, Buyer shall be in default of this Agreement and shall be liable for any and all damage that such changes, additions or alterations caused, including building code violations, damage to the Property and time delays incurred by Seller in removing or correcting the alterations. Seller shall also have the right to remove and/or correct any changes additions or alterations made by Buyer or Buyer's agents and to destroy or dispose thereof without compensation or reimbursement to Buyer and without any liability to Seller.
- 5.2 Community Specific Models.** The design, specification levels and pricing of features in each home may vary by community, even for the same or similar models. If Buyer has seen a model of the Home at another of Seller's communities, Buyer understands that there may be significant differences in design, specification levels, and pricing between such model and a similar model in _____.
- 5.3 Models and Decorator Items.** Buyer acknowledges that the models have been professionally decorated to show various decor ideas to personalize the homes in the Community. Items such as furnishings, draperies and other window treatments, wallpaper, custom carpet, upgraded cabinetry, coordinated paint and texture, built-in shelves, beams, certain lighting fixtures, special ceiling treatments and some mirrors are for display purposes only, and are not included in the Total Purchase Price for the Property. Entries, walkways and driveways are shown in a variety of materials to show design ideas; however, for the Property, they will be constructed using standard materials only. Additionally, the models have been professionally landscaped. Buyer understands that the landscaping for the models may be greater in density and size than any landscape package offered by Seller. Certain models may also display hardscape items (such as patio slabs, patio covers, pools, spas, etc.). The hardscape shown in the model complex may not depict what may be constructed in all locations. All such options and upgrades displayed by the models (including, decorator items, landscaping and hardscape) are not included in the Total Purchase Price for the Property unless expressly agreed to in writing by Seller; they are included in the models for marketing purposes and do not constitute representations, assurances or warranties as to the Home and are not a part of this Agreement
- 5.4 Seller Substitutions or Variations.** Due to governmental conditions, availability of materials, changes in product offerings or changes of suppliers, Seller reserves the right to make changes to the Home and/or to make deviations from the plans or specifications as become necessary in Seller's sole opinion by site, and job, so long as Seller substitutes materials of equivalent quality and appearance. Determination of equivalency will be in Seller's sole and absolute discretion. If Seller makes such substitutions, the Total Purchase Price will be adjusted to reflect such substitution. Buyer acknowledges that actual "as-built" dimensions may vary slightly from the plan.
- 5.5 Lot Premiums.** Premiums for lots vary and are determined by the particular attributes of each lot as evaluated from time-to-time by Seller's management. Considerations that may affect market value, include but are not limited to lot size, lot dimensions/shape, locations, surrounding development, fences, walls, privacy, proximity to amenities and commercial areas, maturity of landscaping, natural features, views and elevation. Buyer acknowledges that the characteristics that make the Lot unique may change over time, and the Lot may be more or less desirable as a result of such changes. Seller makes no representation or guarantee of the future value of Buyer's Lot. Real property values fluctuate and are subject to change based upon market conditions. Also, modifications made by Seller or any master developer in the course of the development of the rest of the Community may affect the Lot's value in addition to the use and enjoyment of the Lot. Buyer understands that Seller is not responsible or liable for the impact of such changes, and Buyer hereby agrees not to seek any recovery of Lot Premium or pursue any other remedy against Seller at any time due to such changes.

Buyer Initials	Buyer Initials

6. COMMUNITY.

6.1 Community Documents. If marked "Yes" below, Buyer is advised and acknowledges that all lots within _____ are subject to private use restrictions and other covenants to assure the orderly operation and maintenance of _____. The Property will be subject to various restrictions on the use of the Property, homeowner's association or community assessments and/or fees, and various easements for utilities, access or other purposes. By signing this Agreement, Buyer acknowledges that the documents listed under the heading "Community Documents" on Exhibit A (the "Community Documents"), have been received in accordance with applicable law. Upon the Closing, Buyer's use of the Property will be subject to the Community Documents.

Property subject to Community Documents:

XX Yes _____ No

Buyer Initials	Buyer Initials

6.2 Seller's Right to Act in Response to Market Conditions. Seller may, before or after Closing on the sale of the Property to Buyer, raise or lower sales prices for similar homes or other homes of the same plan or offer sales incentives to other buyers in response to market conditions with no obligation to Buyer. Seller reserves the right to sell lots to other builders, or to rent or lease homes, or to change the zoning or planned use of other property in the Community or surrounding property. With regard to prices, Seller may, in the absolute discretion of Seller, change prices, terms, features or options, or offer concessions for homes in any existing or proposed phases of the Community or any other community. Seller may further change the floor plans, size, elevations, design or other exterior characteristics of future homes built in the Community. Seller has neither offered nor agreed to any price protection or other similar commitment to Buyer regarding the value or resale value of the Property (or any other property), and Seller shall not have any obligation or liability whatsoever to Buyer in the event any price changes directly or indirectly affect the value of the Property.

6.3 Development Plans. All development plans for _____ may be amended or changed from time-to-time to provide for, among other things, changes in land use, improvement plans, street patterns, setbacks, the type, number, style or price of residences, lot sizes and configurations, densities, recreational amenities, or other improvements. In addition, Seller or an affiliate of Seller may annex into _____ additional lands that are not currently described in the Community Documents, if applicable, or withdraw certain property currently described in the Community Documents. This annexation or withdrawal may or may not require the consent of certain owners of lots in _____. The plans for the Community or any master development which encompasses the Community may be periodically updated and remain subject to change. Buyer understands that no statement by one of Seller's representatives or any Sales Consultant regarding the planned use of property in or adjacent to _____ should be understood by Buyer or anyone as a warranty or promise regarding Seller's or any party's future development plans and such statements should not be construed to limit or affect Seller's right to make changes to its development plans or any other zoning ordinance or development plan in the future. By execution of this Agreement, and as a material inducement to Seller to accept Buyer's offer to purchase the Property, Buyer waives any right to claim any damages, costs, liabilities, expenses or obligations against Seller, its officers, directors, shareholders, employees, agents and subsidiaries for any changes to the development plans and/or any zoning ordinance for _____ or for adjacent properties, or for the annexation or withdrawal of additional land.

7. CONSTRUCTION OF THE HOME.

7.1 General Contractor. The Home will be constructed by Divosta Homes, L.P. a licensed contractor in the State of _____, license no. CGC 1505166. The Home will be constructed according to Seller's construction schedule and plans and specifications.

7.2 Commencement of Construction. Construction of the Home will begin at Seller's sole and absolute discretion and proceed thereafter in a workmanlike fashion in accordance with this Agreement.

7.3 Completion of the Home. It is the intention of the parties that this sale qualify for the exemption provided by 15 U.S.C. Section 1702(a)(2), and nothing herein contained shall be construed or operate, as to any obligations of Seller or rights of Buyer, in a manner which would render said exemption inapplicable. Buyer and Seller acknowledge their intention that the sale of the Property be exempt from the Interstate Land Sales Full Disclosure Act. Accordingly, Buyer and Seller authorize any court which interprets this Agreement to construe it most liberally so that such exemption is available.

Notwithstanding anything in this Agreement to the contrary, Seller shall be obligated to complete the Home no later than two years after the date Buyer signs this Agreement, except for delays caused by acts of God or other matters that qualify under impossibility of performance principles recognized under the laws of the State of _____, in which case the completion date shall be delayed by an amount of time equivalent to the delay caused by acts of God or impossibility of performance matters. Seller will use reasonable efforts to keep Buyer informed of its construction schedule but cannot guarantee any specific completion date or construction schedule except as set forth in this Agreement. Seller is not responsible for inconvenience, loss, expense or other consequences to Buyer resulting from delays in construction completion provided that the Home is completed within the time period set forth in this Section. Seller is not responsible for delays in the installation or service delays of telephone, cable television, mail or similar services at, or after Closing provided that all necessary and customary utilities are extended to the Home within the time period set forth in this Section.

7.4 Insulation. Insulation will be installed in the Home as set forth below, where construction allows:

Exterior Walls: (except garage or other non-refrigerated areas)						
Type:	Frame: Fiberglass Block: Polystyrene	Thickness:	Frame: 3 1/2	R-value:	Frame: R-11 Block: R-3.8	
Ceiling (except over garage or non-refrigerated storage room)						
Type:	Flat Areas: Blown Non-Flat Areas: Batt	Thickness:	Flat Areas: 8'11 Non-Flat Areas: 10	R-value:	Flat Areas: 30 Non-Flat Areas: 30	

NOTE: Minimum heat pump or air conditioner seasonal energy efficiency rating shall be 13.

Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated in certain areas where the design of the Home does not permit greater thickness. Examples of locations where thickness and R-value may vary include locations where studs are placed in the walls, at corners and windows and where roof trusses attach to outside walls. The R-values are based on the representation of the manufacturer and/or installer of the insulation and Seller does not warrant or represent that these R-values are correct. Seller has the right to make substitutions as to the type, thickness and R-value of insulation installed in the Home as long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the Home.

7.5 Environmental Notice/Disclosure. THE HOME AND ITS OCCUPANTS MAY NOW OR IN THE FUTURE BE EXPOSED TO VARIOUS ENVIRONMENTAL CONDITIONS IN OR NEAR THE HOME (INCLUDING, BUT NOT LIMITED TO, RADON GAS IN THE SOIL, ELECTROMAGNETIC FIELDS FROM POWER LINES AND APPLIANCES, MOLD, THE PRESENCE OF SURFACE AND UNDERGROUND UTILITY FACILITIES, AND THE POSSIBILITY OF AIR, WATER AND SOIL POLLUTION). SELLER DOES NOT CLAIM ANY EXPERTISE CONCERNING SUCH CONDITIONS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT SUCH CONDITIONS, AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGES THAT SUCH CONDITIONS MIGHT CAUSE TO THE HOME OR ITS OCCUPANTS. THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY RECOMMENDS THAT RADON LEVELS BE TESTED IN ALL HOMES, SO BUYER MAY WISH TO TEST THE HOME AFTER CLOSING FOR ITS SPECIFIC RADON LEVEL. FOR ADDITIONAL INFORMATION, CONTACT BUYER'S LOCAL, STATE OR FEDERAL ENVIRONMENTAL AGENCIES OR OTHER AVAILABLE SOURCES.

7.6 Termites. If marked "Yes" below, Buyer is advised and acknowledges that during construction, Seller will engage a licensed pest control company to apply a termite treatment to the Lot. Buyer is advised that current governmental regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites. Consequently, termites may appear following completion of the Home. At Closing, Seller will deliver to Buyer a certificate from the pest control company describing the obligations, if any, of the pest control company to re-treat the Home or take other action necessary to control termites in the future. Seller recommends that Buyer annually consult with a pest control company as to the need for termite re-treatments. Buyer is advised that disturbance of the soil around the Home's foundation stem wall can destroy the termite treatment barrier. Buyer waives all claims of liability against Seller for losses, costs and expenses in connection with the existence of termites at the Home and Buyer agrees to look solely to the pest control company should termites be discovered.

X Yes No

7.7 Landscaping/Drainage. At Closing, the Lot will have been graded for proper water drainage in accordance with grading and drainage plans approved by the appropriate governmental authority for the Community. Unless otherwise set forth on the JIO, Change Order or the landscaping plan for the Lot, the Lot or Property will not be landscaped in any way. If Seller offers a landscaping package, before Buyer elects one of the landscaping packages offered by Seller, Buyer should carefully review and understand the terms of such landscaping package. If Buyer elects to install Buyer's own landscaping, Buyer will install such landscaping within the time period set forth in the Community Documents, if applicable. At Closing, Seller's responsibility with respect to soil erosion, soil conditions, drainage and any landscaping installed by Seller terminates and Buyer's responsibility begins, unless otherwise described by the Home Protection Plan. Seller is not liable for damages caused or contributed to by any changes which Buyer, Buyer's contractor or Buyer's landscaper make to the grading or drainage of the Lot. Unless set forth in the JIO, Change Order or the Home Protection Plan, there is no warranty and Seller has no liability for any landscaping which dies or is damaged following Closing. Buyer understands the terms of the landscaping package offered by Seller (if applicable).

7.8 Visits to the Construction Site and Assumption of Liability and Risk. When safety conditions permit, Seller would be pleased to show Buyer homes under construction in the Community. Buyer understands that a construction site can be a dangerous place. Buyer or Buyer's visitors are not allowed to visit the construction site without permission and without a representative of Seller. Hard hats and closed toe shoes are required while visiting areas under construction. **Buyer acknowledges that any entry to a construction site is at Buyer's own risk and Buyer waives the right to make claims against Seller for any personal injury or property damage that Buyer, Buyer's guests and/or minor children might incur. Buyer agrees to indemnify and hold Seller harmless from and against any and all personal injuries, property damage, or any other claim or injury incurred by Buyer, or Buyer's visitors on the Property, or on any construction site at _____ at any and all times before and after Closing.** If Buyer fails to comply with the terms of this provision, Buyer will be in breach of this Agreement.

Buyer Initials	Buyer Initials

7.9 Pre-Closing Orientation (Final Walk Through). Buyer shall have an opportunity to conduct a pre-closing orientation (the "Pre-Closing Orientation"), which will be scheduled by Seller approximately 3 Days prior to Closing. Seller will make a reasonable effort to accommodate Buyer's schedule for such orientation, but Closing will not be delayed if Buyer is unable to participate in the Pre-Closing Orientation. The Pre-Closing Orientation will determine the remaining items to complete, repair or replace, which are commonly known as "Punch List" items. It is Seller's goal to have all Punch List items completed and signed off before Closing. THE EXISTENCE OR INCOMPLETENESS OF SUCH PUNCH LIST ITEMS PRIOR TO CLOSING SHALL NOT ENTITLE BUYER TO CANCEL THIS AGREEMENT, DELAY CLOSING, OR WITHHOLD FUNDS AT CLOSING. After Closing, Seller will repair or complete any Punch List items, if any, that were not completed prior to Closing, as soon as reasonably practical, considering weather and other factors. Buyer agrees to provide Seller access to the Home during normal working hours, to allow Seller to address Punch List items. Buyer's failure to provide such access and/or Buyer's refusal to allow Seller to repair/replace any Punch List item according to the method selected by Seller will relieve Seller from any and all obligations to Buyer under the Home Protection Plan and this Agreement regarding such Punch List items.

7.10 Loss of Property. Seller will assume the risk of loss or damage related to the Property (e.g., by fire or other casualty) until the earlier of the Closing or the time Buyer takes possession of the Property. If the Property is damaged prior to the earlier of the Closing or the time Buyer takes possession of the Property, Seller will repair the damage as Seller reasonably determines necessary. However, if Seller determines that the Home is totally destroyed, Seller shall give Buyer written notice of such total destruction (the "Destruction Notice"). Upon receipt of the Destruction Notice, Buyer shall have ten (10) days in which to provide Seller written notice of its election to either (i) terminate this Agreement and receive a refund of all Deposits paid, or (ii) have Seller restore the Property. If Buyer elects to have Seller restore the Property, the time for Seller to complete the Home shall be delayed or extended, if permitted, in accordance with Section 7.3. If Buyer fails to timely deliver to Seller written notice of Buyer's election, then Buyer shall be deemed to have elected to have Seller restore the Property as described above. After the earlier of the Closing or the time Buyer takes possession of the Property, Buyer assumes all risk of loss or damage related to the Property.

8. THE CLOSING.

8.1 Closing/Escrow Agent. Buyer agrees to employ a qualified title company, law firm, or independent escrow company, chosen solely by Buyer (the "Closing or Escrow Agent") to handle, among other matters, the title work, collection, preparation, obtaining the proper signatures upon and recordation of documents and collection and distribution of funds related to this transaction where Seller transfers the title to the Property to the Buyer (the "Closing" or "Close").

8.2 Closing/Escrow Instructions. Delivery and acceptance of a fully executed copy of this Agreement shall confirm the selection of the qualified title company, law firm or independent escrow company as Closing or Escrow Agent. The Closing or Escrow Agent shall be named on an addendum to this Agreement. Buyer is responsible for payment, at or before Closing, of (i) the premium for a basic residential owner's title policy (i.e., an A.L.T.A. Plain Language Residential Owner's Policy or its local equivalent) as set forth on an Addendum to this Agreement (ii) all Closing or Escrow's Agent's fees and charges levied by Closing or Escrow Agent in connection with this transaction; (iii) all costs of the loan and or any other financing, including but not limited to, all application fees, discount points, origination fees, prepaid interest, credit reports, lender's title policy, survey fees, termite certification, insurance premiums, mortgage insurance premiums, recording fees, appraisal fees, and impounds for taxes and insurance; (iv) all recording fees, taxes, assessments, including any stamp, documentary or other transfer tax, except those taxes required by law to be paid by Seller and (v) any other fees and costs charged by Closing or Escrow Agent or lender for the loan made to Buyer for the purpose of purchasing the Property, or as a result of any loan applications submitted by Buyer, whether or not a loan is made; and (vi) any other items described on the Real Estate Settlement and Procedures Act form (collectively, the "Closing Costs"). When Buyer and Seller have complied with their respective obligations under this

Agreement, Closing or Escrow Agent shall deliver, disburse (at the appropriate time) and, where appropriate, record all necessary documents, instruments and funds. The parties grant to Closing or Escrow Agent the right to execute and submit on behalf of Buyer and Seller, the affidavit of value, if applicable, or any preliminary change of ownership report using the Total Purchase Price for the established value.

8.3 Closing. Seller shall give Buyer 14 days verbal or written notice of the date (the "Closing Date") Seller selects for Closing this transaction. Upon Seller's providing to the Closing or Escrow Agent evidence of item a) and the Deed set forth in item d) below, Buyer will be obligated to fulfill items b) and c) below on or before the Closing Date and this transaction and any related escrow shall Close:

- a) substantial completion of the Home as evidenced by a temporary or final Certificate of Occupancy (or its local equivalent, if any) issued by the appropriate governmental official;
- b) all amounts due hereunder have been paid;
- c) all instruments or documents required in connection with the completion of this transaction have been executed and delivered by Buyer, including Buyer's proof of insurance; and
- d) the warranty deed, subject to taxes not yet due, assessments, patent reservations, the Community Documents, covenants, conditions, restrictions, water rights, rights-of way, easements, matters shown on the recorded community plat, and other matters of record not adversely affecting marketability of the Property, from Seller is accepted by Closing or Escrow Agent for recording. Prior to Closing, Seller reserves the right to grant utility and related easements.

8.4 Proration (at Closing). Closing or Escrow Agent will prorate all assessments and other charges against the Property as of the date of Closing. Such proration shall be based on the latest information available as of the date of Closing. Closing or Escrow Agent agrees to use the best available estimate to prorate such assessments and charges. Such estimate shall be final for Seller, Buyer, and Closing or Escrow Agent. After Closing, Buyer will be responsible for all such charges whether or not those charges were levied or assessed before or after Closing.

8.5 Failure to Close. In the event that Buyer does not close on the Closing Date for any reason whatsoever, Seller reserves the right, provided Seller is not in default of this Agreement, to declare Buyer in default and exercise its remedies as set forth in Section 10. If Buyer requests and Seller agrees to extend the Closing Date (including a delay caused by the late addition of any options past construction cut-off) (the "Extended Closing Date"), Buyer agrees to pay Seller \$250 per day, up to and including the Extended Closing Date, as an extension fee, for each day Buyer extends beyond the original Closing Date. If Buyer fails to close on the Extended Closing Date, Buyer shall be deemed to be in default and Seller may declare Buyer in default and exercise its remedies as set forth in Section 10. Unless Seller requires earlier payment, any sums which Buyer is required to pay Seller as a result of such an extension shall be due to Seller at the Extended Closing Date, payable in certified funds. Nothing contained herein shall obviate Seller's obligation to complete the Home as set forth in Section 7.3 above.

9. WARRANTY.

9.1 Home Protection Plan. Seller warrants the Home against defects in workmanship and materials in accordance with the Home Protection Plan, which is incorporated herein by this reference (the "Home Protection Plan").

9.2 Manufacturer's Warranties – Disclaimer. Buyer acknowledges that prior to Buyer's execution of this Agreement, a copy of the warranties for Consumer Products (defined below) in the Home were made available to Buyer for Buyer's review. At or after Closing, Seller will deliver to Buyer the actual warranties for the Consumer Products in the Home to the extent such warranties exist. The term "Consumer Products" means all appliances, pieces of equipment, or other items installed in the Home that are consumer products for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301, et. seq.). See the Home Protection Plan for examples of Consumer Products. Consumer Products are excluded from coverage under the Home Protection Plan. To the extent Seller

has been issued a warranty from any manufacturer of Consumer Products installed in the Home, Seller hereby assigns to Buyer, to the extent assignable and without recourse to Seller, Seller's rights in such warranties, if any. The assignment shall be effective as of Closing. Any rights that inure to a homeowner under a manufacturer's warranty are the obligation of the manufacturer. Seller does not assume any obligation of the manufacturer resulting from a manufacturer's warranty. Seller disclaims any warranty of any kind, express or implied, relating to Consumer Products, including without limitation, any warranty of use, fitness of use, workmanship, or quality. Seller shall not be liable for any damage to a Consumer Product or for any damage caused by a Consumer Product installed at the Home. However, to the extent provided by law, Seller will be responsible for damage caused by its improper installation of a Consumer Product at the Home or other act by Seller only if the installation or other act caused such damage. Seller's disclaimer of warranties does not limit or otherwise affect the warranty of any manufacturer. If a Consumer Product malfunctions, or is otherwise defective, Buyer agrees to follow the procedures in the applicable manufacturer's warranty documents.

Buyer Initials	Buyer Initials

9.3 Limitation of Liability. SELLER LIMITS ITS OBLIGATIONS UNDER THE HOME PROTECTION PLAN TO REPAIR AND REPLACEMENT. THE HOME PROTECTION PLAN IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS REQUIRED BY LAW OR PROVIDED DIRECTLY TO BUYER BY THE MANUFACTURER. BUYER UNDERSTANDS AND AGREES THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN THE HOME PROTECTION PLAN. SELLER HEREBY DISCLAIMS AND BUYER WAIVES ANY WARRANTY EXCEPT AS SET FORTH IN THE HOME PROTECTION PLAN.

9.4 Buyer's Maintenance Responsibility. Even though the Home is warranted against defects as set forth above, Buyer understands and acknowledges that SELLER DOES NOT MAINTAIN THE HOME AFTER CLOSING. Buyer agrees that it is Buyer's sole responsibility to perform routine general maintenance and upkeep on the Home. Buyer's failure to maintain the Home will impact Buyer's rights and coverage under the Home Protection Plan.

9.5 Specific Disclaimers. By signing this Agreement, Buyer agrees to purchase the Property subject to the following additional disclaimers and to release Seller, with respect to the following matters:

- a) the location of utility lines, utility improvements (such as, but not limited to, junction boxes, transformers or pedestals), and sewer taps, all of which may vary from published plans;
- b) air conditioner unit locations may vary from published plans and specifications or other marketing materials;
- c) walls or fencing may encroach slightly on either side of setback lines or actual lot lines;
- d) future improvements made by Buyer, including walls, fencing, grading, landscaping or excavation work on the Lot which could disrupt drainage and/or retention and cause flooding or ponding if not correctly engineered; Buyer hereby agrees to correctly engineer all such future improvements and obtain all necessary permits and prior approvals;
- e) the character and use of the property surrounding and in the vicinity of _____ may change;
- f) Seller and Seller's affiliates are not responsible for and Seller's warranty does not extend to cracking of concrete or stucco that may result from improper maintenance or watering by Buyer or Buyer's neighbors;
- g) any view from the Property may change or be eliminated over time due to construction on the properties in the vicinity of the Property or growth in trees or other vegetation on or off the Property;

- h) Seller and Seller's affiliates are not responsible for and make no representations regarding the current or future health of any trees or other natural vegetation on or near the Property, except as set forth in the Home Protection Plan.

9.6 Subsequent Owners. The Home Protection Plan automatically transfers to the subsequent owner of the Home upon the transfer of title to the Home. However, the transfer of the Home Protection Plan does not extend any warranty coverage period. Buyer agrees to provide a copy of the Home Protection Plan to a subsequent owner of the Home who purchases the Home from Buyer.

9.7 Subrogation. Buyer understands that the Home Protection Plan is not a liability or any other type of insurance policy, including a homeowner's insurance policy, which typically provides coverage for certain property damages and casualty losses. If Buyer receives from an insurance company or any other party payment or repairs relating to or arising from a construction defect or the Property, then to the fullest extent permitted by law, Buyer hereby waives for itself and on behalf of anyone acquiring rights through Buyer, including, but not limited to, any insurance company or other party, all subrogation and other claims against Seller for such payments or repairs received by Buyer.

10. DEFAULT; REMEDIES.

10.1 Buyer's Default. Buyer shall be in default under this Agreement upon the occurrence of any of the following:

10.1.1 If Buyer breaches Buyer's obligations as set forth in this Agreement;

10.1.2 If Buyer fails to make any payment promptly when due or fails to meet any deadline set forth in this Agreement or in any addenda; including any loan agreement, mortgage, Community Document or other document contemplated by this transaction; or

10.1.3 If Buyer notifies Seller, orally or in writing, that Buyer does not wish to complete the purchase contemplated by this Agreement;

10.2 Effect of Buyer's Default. Notwithstanding any other rights provided to Seller in this Agreement, upon the occurrence of a default by Buyer under this Agreement, Seller may, except as otherwise set forth herein, at its sole and absolute discretion, cancel or terminate this Agreement by delivering written notice to Buyer and thereupon,:

10.2.1 Seller shall have no further obligation to Buyer under this Agreement and Seller shall be entitled to release the Property for sale to another party, it being expressly understood and agreed that Buyer shall have no further right, title, or interest in the Property; and

10.2.2 Except for a termination pursuant to Sections 4.1.5, 7.10 or 10.4, in which case the Deposit(s) shall be handled in accordance with that Section, Seller shall be entitled to retain all Deposit(s) made by Buyer, as liquidated damages to Seller for the breach of the Agreement by Buyer. The amount of liquidated damages is intended as a reasonable estimate of Seller's actual damages, and not as a penalty, resulting from a breach by Buyer due to the difficulty and uncertainty in ascertaining, as of the date Buyer signs this Agreement, the actual damages Seller may suffer from such a breach, which damages will include the cost of administering this Agreement and the cost to take the Property off the market while this Agreement remains in effect. In each instance where this Agreement permits Seller to retain Buyer's Deposit(s) as liquidated damages, Buyer shall be deemed to have waived all challenges to the enforceability of said liquidated damages provision. This waiver shall include, without limitation, any contention that the liquidated damages provision constitutes an unenforceable penalty, or that the liquidated damages do not bear a reasonable relationship to Seller's actual damages.

Buyer agrees that Seller does not waive any right because Seller delayed or failed to enforce that right.

10.3 Cancellation upon Death. Notwithstanding anything contained herein to the contrary, Seller may consider refunds of Deposit(s) received in the case of death of a Buyer, or Buyer's spouse residing with Buyer.

10.4 Seller's Default; Effect of Seller's Default. Except as provided below, Seller will not be liable for any special, indirect or consequential damages, including, without limitation, any damages based on a claimed decrease in the value of the Home, even if Seller has been advised of the possibility of such damages. Buyer's sole remedies, in contract, tort and in accordance with any applicable statute, are to terminate this Agreement and receive a return of the Deposit(s) paid by Buyer, together with interest earned thereon, if required by law, and, at Buyer's election, to seek recovery against Seller of Buyer's compensatory damages. As set forth above, any assertion of alleged defaults after Closing is governed by, among other provisions, Sections 9.2, 9.3 and 11. Notwithstanding any provision to the contrary in this Agreement, if Seller's default is based upon the failure of Seller to complete the Home within the time period provided in Section 7.3 Completion of the Home, then Buyer shall have available all remedies at law or in equity, without limitation, as a result of such failure.

11. ARBITRATION. BY ENTERING INTO THIS AGREEMENT, BUYER AND SELLER AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BUYER'S PURCHASE OF THE PROPERTY OR ANY RIGHTS AND OBLIGATIONS BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE). THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND THE TERMS OF THIS AGREEMENT. ANY AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED, ENTERED AND ENFORCED, IN ANY COURT HAVING JURISDICTION. THIS ARBITRATION SHALL APPLY TO ALL CLAIMS BETWEEN BUYER AND SELLER, INCLUDING THOSE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, DEFECTIVE DESIGN OR CONSTRUCTION, MISREPRESENTATION OR FRAUD.

IN THE EVENT THE ONLY CLAIMS PRESENTED IN THE ARBITRATION ARE THOSE RELATED TO THE HOME PROTECTION PLAN, THE ARBITRATION SHALL PROCEED IN ACCORDANCE WITH THE ARBITRATION PROVISION SET FORTH IN THE HOME PROTECTION PLAN. IF CLAIMS UNDER THE HOME PROTECTION PLAN ARE COMBINED WITH ANY OTHER CLAIMS, A SINGLE COMBINED ARBITRATION PURSUANT TO THE AAA RULES SET FORTH ABOVE SHALL BE HELD.

BUYER AGREES THAT THE OBLIGATION SET FORTH IN THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. SELLER MAY, AT SELLER'S OPTION, INCLUDE SELLER'S SUBCONTRACTORS AND SUPPLIERS AND OTHER PARTIES IN THE ARBITRATION.

BUYER IS INFORMED AND UNDERSTANDS THAT ARBITRATION INVOLVES PAYMENT OF FEES TO THE AAA WHICH MAY BE SUBSTANTIAL AND IN EXCESS OF COURT FEES FOR FILING OF A LAWSUIT. THE PAYMENT OF ANY SUCH ARBITRATION FEES SHALL BE GOVERNED BY THE AAA RULES.

BUYER AND SELLER ARE INFORMED AND UNDERSTAND THAT BY AGREEING TO THE ARBITRATION OF ALL DISPUTES AS SET FORTH IN THIS PARAGRAPH, BUYER AND SELLER ARE WAIVING THEIR RIGHTS TO A TRIAL BY JURY AND AGREE THAT THE DISPUTE WILL BE RESOLVED BY THE ARBITRATOR.

BUYER WAIVES THE RIGHT TO INSTITUTE OR PARTICIPATE IN A CLASS ACTION ARBITRATION FOR ANY MATTER COVERED BY THIS PROVISION.

IN THE EVENT BUYER OR SELLER FILE AN ACTION IN A COURT OF LAW, AS OPPOSED TO SEEKING ARBITRATION AS SET FORTH HEREIN, THE PARTY FILING SUCH ACTION AGREES TO REIMBURSE THE OTHER PARTY FOR THE COSTS, INCLUDING ATTORNEY'S FEES, OF DISMISSING OR STAYING SUCH ACTION.

Buyer Initials	Buyer Initials

12. GENERAL PROVISIONS.

12.1 Architectural and Design Standards; Future Improvements. If the Property is subject to Community Documents, as described above, Buyer acknowledges that any alterations to the Property must be completed in accordance with Design Guidelines and the approval of the applicable Community Association board or

committee. After Buyer has purchased the Property, any improvements Buyer makes to the Property, including alterations of existing improvements or vegetation on the Lot, and any alterations Buyer makes to the Home that are visible from the outside (including repainting the exterior) or to the landscaping must be done in accordance with the Design Guidelines, if any, and will require the prior approval of the appropriate committee of the community association. The guidelines and standards for the architecture, design, development, and appearance of homes and lots within _____, and any modifications or repairs to homes and lots, are set forth in the Design Guidelines and the Community Documents. These documents also specify the procedures and rules for obtaining approval from the community association, or its applicable committees, for any improvements or modifications planned by Buyer.

- 12.2 Fence Placement.** If applicable, Buyer understands that any maps, condominium plans, plat plans, or individual site plans may not necessarily represent the true location of the fencing on Buyer's Lot. Buyer acknowledges that unless otherwise set forth on the JIO or Change Order, the fencing shall be in the "as built" location, even if such location is not as shown on any such maps, plat plans or site maps.
- 12.3 Adjacent Land Use.** Any statements made by Seller's employees, agents or representatives concerning the land use or condition of land near the Lot or community and any zoning use information provided by Seller's employees, agents or representatives are based solely on the limited information known to such person at the time of such action. Seller recommends that Buyer investigate the nearby land prior to the execution of this Agreement to determine if the information, if any, provided by a Seller employee, agent or representative is the most recent and complete information available. Buyer also acknowledges that the use and condition of land can change. Buyer represents that prior to the execution of this Agreement, Buyer has investigated the use and condition of such nearby land with the appropriate owners of such land and the applicable governmental authorities or Buyer has elected, on Buyer's own accord and determination, to forgo such investigation. Buyer shall not rely on any statements made by a Seller employee, agent or representative or any zoning or use information provided to Buyer by a Seller employee, agent or representative.
- 12.4 Disclosure Regarding Potential Annexation.** If the Property that is the subject of this Agreement is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, Buyer should contact all municipalities located in the general proximity of the Property.
- 12.5 Binding Agreement; Assignment.** This Agreement is binding upon the heirs, executors, administrators and successors of the respective parties. This Agreement is not assignable by Buyer without the written consent of Seller. Any purported assignment without Seller's written consent shall be of no force or effect and shall constitute a default pursuant to which Seller may exercise its remedies as set forth in Section 10.
- 12.6 Joint and Several Liability - Individual Authorization to Sign.** If this Agreement is executed by more than one person as Buyer, each person signing as Buyer shall be jointly and severally liable hereunder and Seller shall have the right to rely on the signature of any person signing as Buyer as authority to bind the other party with respect to all matters related to this transaction or this Agreement.
- 12.7 Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be deemed added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 12.8 Time; Amendments.** Time is of the essence for every provision of this Agreement, including Buyer's attendance at Closing on the Closing Date, payment of the Total Purchase Price and Closing Costs, and other dates in this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any breach of any provision of the Agreement shall not constitute a waiver of said provision or a waiver of a future breach of that or any other provision. The Agreement may only be modified by a written instrument executed by Buyer and

an authorized agent of Seller. Buyer hereby acknowledges that no Sales Consultant, broker, agent, subcontractor or employee of Seller has any authority to modify the terms of this Agreement and that no person has the authority to make any oral representation upon which Buyer may rely to purchase, cancel, change or modify any portion of this Agreement. This Agreement has been executed in the State of Florida and the laws of the State of Florida shall govern. Singular phrases as used herein shall be deemed to include the plural, and the masculine gender shall be deemed to include the feminine and neuter and vice versa, whenever the context so requires.

- 12.9 Notices.** Except as otherwise set forth in this Agreement, all notices must be in writing and shall be given (a) via hand delivery/courier service or (b) by mail (registered, certified, express first class mail or overnight with postage pre-paid), addressed to Buyer or Seller at the address designated by Buyer or Seller for that purpose or, if none is designated, at Buyer's last known address and Seller's address set forth on this Agreement. Notices given pursuant to this Agreement shall be deemed to be given when dispatched, or, if mailed, when deposited in a post office or official depository under the exclusive care and custody of the United States postal service. Notices given by express carrier shall be deemed "dispatched" on the day and at the time the express carrier guarantees delivery of the notice. Notice to one Buyer shall constitute notice to all Buyers.
- 12.10 Addenda Incorporated into this Agreement.** Buyer and Seller acknowledge that the documents listed on Exhibit "A" to this Agreement are incorporated into this Agreement as if fully set forth herein. Buyer hereby acknowledges receipt of the addenda listed on Exhibit "A".
- 12.11 Independent Contractors.** Buyer understands and acknowledges that Seller may refer Buyer to vendors or companies who provide real estate or other services designed to assist Buyer in purchasing or moving into the Home. These companies are independent contractors only and are not affiliated with Seller or any of Seller's affiliates. Any warranties or representations for such services are warranties and representations given by the independent contractors only and not by Seller or any of Seller's affiliates. Buyer understands and acknowledges that Seller is not responsible for the quality of these services, nor is it responsible for the potential impact of those services on the purchase process.
- 12.12 Agency.** Seller's Sales Consultants at _____ solely represent Seller. Seller does not utilize sub-agents; therefore, if Buyer was shown the Home by a real estate agent other than one of Seller's Sales Consultants, that agent is Buyer's agent who solely represents Buyer. If Buyer has engaged any real estate agent, broker or other party to represent Buyer in this transaction that is not actively registered in accordance with the Seller's Broker Participation Program, Buyer will be solely responsible for paying the fee or other compensation such party may claim to be owed.
- 12.13 No Investment Representation.** None of Seller's employees, agents or representatives is authorized to make any representations regarding economic benefits to be derived from this transaction. Buyer is advised that economic benefits to be derived from this transaction may vary with individual circumstances, and Buyer is required to rely upon Buyer's own attorney, accountant, or other counsel if guidance in such matters is desired.
- 12.14 Buyer's Performance.** Buyer acknowledges that Seller has agreed to the Total Purchase Price for the Property and otherwise entered into this Agreement with the express understanding that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the Home and otherwise performing this Agreement, without disruption of or interference with those procedures from Buyer. Buyer agrees to: (i) make choices or take other actions required of Buyer under this Agreement within the indicated time frames; (ii) deal with the particular people whom Seller has designated as its representative to perform certain aspects of this Agreement, such as the designated field manager, Sales Consultant, closing administrator or other representatives of Seller designated for particular parts of Seller's contract performance; (iii) refrain from engaging in harassing, abusive, foul, threatening, offensive or otherwise inappropriate behavior towards Seller's personnel or contractors; (iv) refrain from interfering with or attempting to direct or supervise the performance of Seller, or Seller's contractors or material suppliers in the performance of this Agreement or any aspect of their work; (v) acknowledge Buyer's acceptance or approval of work which complies with the plans and specifications and is otherwise in compliance with the written standards and tolerances set forth in the Home Protection Plan; and (vi) refrain from taking any other action that impedes, obstructs or interferes with the performance of Seller's obligations under this Agreement.
- 12.15 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Buyer and Seller and neither Buyer nor Seller will be bound by any understanding, statement, agreement, promise or

representation, express or implied, written or oral, which is not specifically set forth in this Agreement. Buyer represents to Seller that Buyer has listed below any understanding, statement, agreement, promise or representation by Seller or Seller's employees, agents or representatives that is not specifically stated in this Agreement, and upon which Buyer is relying in purchasing the Property.

There are no additional understandings, promises or representations that are not set forth in this Agreement

Buyer Initials	Buyer Initials

The following additional understandings, promises or representations should be set forth in this Agreement:

Buyer Initials	Buyer Initials

12.16 Seller Signature Required - Legally Binding Agreement THIS AGREEMENT DOES NOT BECOME A LEGALLY BINDING AGREEMENT UNTIL SIGNED BY BUYER AND BY SELLER'S AUTHORIZED AGENT. PLEASE MAKE SURE THAT ALL PROVISIONS ARE READ AND UNDERSTOOD BEFORE SIGNING. IF BUYER DOES NOT UNDERSTAND ANY PROVISION, BUYER SHOULD SEEK LEGAL ADVICE. THIS AGREEMENT SERVES AS ESCROW OR CLOSING INSTRUCTIONS.

BUYER:

SUBMITTED BY:

Buyer

Date

Sales Associate

Date

Buyer

Date

Buyer _____

Date _____

Buyer _____

Date _____

Buyer _____

Date _____

ACCEPTED BY SELLER:

The terms, conditions and provisions of
this Agreement are hereby accepted on
this _____ day of _____, 20__.

By: _____
Its: Authorized Agent

Exhibit A
Addenda Incorporated Into this Agreement

Buyer and Seller acknowledge that the documents listed below are incorporated into and made a part of the Agreement dated _____.

Check the appropriate box of the following addenda that apply.

	Acknowledgement of No Solicitation
	Addendum for Condominium Communities
X	Affiliated Business Arrangement Disclosure Statement (Title)
X	Affiliated Business Arrangement Disclosure Statement (Mortgage)
	Age Verification
X	Building Inspection
	Buyer's Broker Notice and Certification
	Buyer's Declaration and Occupancy Agreement
	Cash Discount Addendum
	Centex Energy Advantage Addendum
	Community Disclosures
X	Community Documents (See Below)
	Completed Home Addendum
	Contingent Sale
	Electric Transmission Line and Electric Magnetic Field (EMF) Disclosure
	FHA Addendum
X	Financing Addendum
X	Floor Plan, Elevation and Features List for Model/Plan/Lot Described Above
	Home Protection Plan
X	Important Dates Acknowledgment
	Inventory Home Addendum
	IRS 1031 Exchange
X	Job Initiation Order or Change Order
	Model Home Addendum
	Non-Resident Addendum – California Residents
	Non-Resident Addendum – New Jersey Residents
	Non-Resident Addendum – New York Residents
	Non-Resident Addendum – Ohio Residents
	Notice of Assumed Name
X	Pool Addendum (if applicable)
	Post Close Improvement Financing Addendum

X	Preferred Buyer Rewards Program
	Preferred Partner Consent Form
	Public Report Receipt
	Radon Testing
	Request for Verification of Funds
	VA Addendum

The following **Community Documents**

X	Apply	Do Not Apply
X		Articles of Incorporation of Community Association
X		Bylaws of Community Association
X		Declaration of Covenants, Conditions and Restrictions for _____
		Supplemental Declaration affecting Buyer's Lot (If Any)
		Condominium Declaration, if applicable
		Country Club Membership Documents, (If Any)
X		Acknowledgment of Assessments
		Design Guidelines
		Golf Course Disclosure

Buyer hereby acknowledges that Buyer has received each of the addenda and disclosure documents indicated above.

BUYER:

SUBMITTED BY:

Buyer

Date

Sales Associate

Date

Buyer

Date

Buyer

Date

Buyer

Date

Buyer

Date

ACCEPTED BY SELLER:

The terms, conditions and provisions of
this Agreement are hereby accepted on
this _____ day of _____, 20____.

By: _____
Its: Authorized Agent

**FLORIDA ADDENDUM
(FOR NON-CONDOMINIUM COMMUNITIES ONLY)**

This Addendum amends and supplements that certain Purchase Agreement dated _____ between the Buyer and Seller for the Property described above. Terms set forth in this Addendum shall have the same meaning as defined in the Agreement, except as set forth herein. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail.

The term "Agreement" shall refer to the Agreement and all Addenda, including this Florida Addendum.

1. **Disclosure Summary.** Buyer acknowledges that prior to the execution of the Agreement he or she has received a Disclosure Summary as required by Florida Statutes, Section 720.401. A copy of the Disclosure Summary is incorporated by reference herein and is attached hereto as **Exhibit "A"**. **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

2. **Chapter 558 Notice of Claim.**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

3. **Notice to Buyer of Right to Have Deposit Funds Placed in Escrow Account.**

Pursuant to Section 501.1375, Florida Statute, Seller is required to place the Deposit in an interest bearing escrow account unless: (i) Buyer consents to allow Seller to use the Deposit rather than place it in an interest bearing escrow account; or (ii) Seller obtains a master surety bond from a licensed bonding company protecting Buyer against default by Seller. The master surety bond is intended to guaranty that Buyer's Deposit will be returned to Buyer if this Agreement is terminated and Seller is obligated to return the Deposit to Buyer but fails to do so. The following notice is required pursuant to Section 501.1375, Florida Statutes:

THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER.

Florida law also provides that if Buyer declines to consent to Seller's use of the Deposit, Seller has the right to charge the Buyer the cost of the premium for the master surety bond and Seller may

then use the Deposit without Buyer's consent. Seller has obtained a master surety bond that is held by PGP Title of Florida, Inc. ("PGP Title"), and intends to use the Deposit rather than placing it in an interest bearing escrow account. Therefore, Buyer may elect to consent to Seller's use of the Deposit without the requirement of the master surety bond, in which case Buyer will not be assessed any portion of the bond premium and the Deposit will not be covered by the bond in the event of default by Seller. In the alternative, Buyer may elect to be covered by the master surety bond, in which case Buyer will be assessed a portion of the bond premium in the amount of Fifty Dollars (\$50) which shall be charged to Buyer at Closing, and the Deposit will be covered by the bond in the event of default by Seller. Buyer acknowledges that in no event will the Deposit be placed in an interest bearing escrow account.

Buyer has chosen:

_____ to be covered by the master surety bond, at an additional cost of \$50

_____ not to be covered by the master surety bond

3.1. Waiver. By signing this Florida Addendum, Buyer hereby waives the right to have the Deposit escrowed. Buyer agrees to make all Deposit payments directly to Seller in accordance with Section 3 of the Agreement.

4. Radon Gas Disclosure.

"RADON GAS": RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

4.1. Disclaimer. Seller further disclaims and Buyer waives any warranties, express or implied, that could be construed to cover the presence of radon or other environmental pollutants. The only warranty Seller provides to Buyer is found in Section 9 of the Agreement, entitled "Warranty".

5. Energy-Efficiency Disclosure. Pursuant to Section 553.996, Florida Statutes, Buyer hereby acknowledges receipt of a copy of the information brochure prepared by or on behalf of the Department of Community Affairs of the State of Florida, notifying Buyer of the option for an energy-efficiency rating of the Home, a copy of which is attached hereto as Exhibit "B". Buyer is further notified that pursuant to Section 553.9085, Florida Statutes, the energy performance level resulting from compliance with such section shall be disclosed if requested by Buyer utilizing the display card attached hereto as Exhibit "C". Any request to have the energy-efficiency rating or energy performance level provided to Buyer must be delivered to Seller in writing, and shall be at Buyer's cost and expense. This paragraph and any information provided pursuant hereto is only for purposes of complying with the requirements of Chapter 553, Florida Statutes, and this Agreement is not contingent upon Buyer approving same.

6. Sinkhole Exclusion. Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area, and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific parcel of land. Seller has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any tests; however, Seller will permit the Buyer to do so, at the Buyer's expense, if the Buyer so desires. Seller makes no warranties or representations, express or implied, about the existing or future soil conditions on the Lot. Seller expressly disclaims any

liability of any type for any damages whether direct or indirect, or consequential, which the Property may suffer because of settlement, sinking or collapse of the earth on the Lot.

7. Florida Homeowners' Construction Recovery Fund (Fla. Stat. Section 489.1425).

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

**Phone: (850) 921-65931940 North Monroe Street
Tallahassee, FL 32399-2215**

8. Counterparts; Electronic Signatures. The Agreement and any Addenda thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Buyer acknowledges that it has the option to use an electronic signature to execute the Agreement, or to use a written signature transmitted by facsimile, U.S. mail, overnight mail or delivery service, or hand-delivered to Seller at the facsimile number or address listed for Seller in the Agreement. If Buyer agrees to use an electronic signature and enters its name(s) and/or initials indicating acceptance of the terms of the Agreement and authorization to conduct business electronically, then all references, notations and blanks in the Agreement for written signatures or initials shall be deemed accepted by the electronic signature and/or initials, as an expression of Buyer's intent to authenticate and be bound by the terms of the Agreement in accordance with federal and Florida law, as provided in the Electronic Signature in Global and National Commerce Act, 15 U.S.C.A. §7001, and the Florida Uniform Electronic Transactions Act, §668.50, Florida Statutes).

9. Binding Effect. All terms contained in the Agreement, to the extent they are not contradicted in this Florida Addendum, shall remain in full force and effect.

10. Governing Law. This Florida Addendum shall be governed by the laws of the State of Florida.

11. Property Tax Disclosure.

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

12. Marital Status. Buyer's marital status to be included on the Deed under this Agreement shall be:

_____ Legally Married _____ Single

[USE IF APPLICABLE]

13. Community Development District Disclosure.

THE _____ 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.

WHEREFORE, the parties hereto have executed this Florida Addendum on the date(s) set forth below their respective signatures.

WHEREFORE, the parties hereto have executed this Florida Addendum on the date set forth below their respective signatures.

BUYER:

SUBMITTED BY:

Buyer Date

Sales Associate Date

Buyer Date

Buyer Date

Buyer Date

Buyer Date

ACCEPTED BY SELLER:
The terms, conditions and provisions of this Agreement are hereby accepted on this ____

Purchase Agreement No. _____

day of _____, 20__.

By: _____
Its: Authorized Agent

Buyer: _____
 Lot: _____ / _____
 Address: _____

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PGP Title of Florida, Inc., a Florida Corporation dba PGP Title ("PGP") and Commerce Title Insurance Company, a California corporation ("CTIC")

Seller/Owner:

Buyer: _____ Purchase Agreement No. _____

Lot: _____ / _____ Property Address: _____

This is to give you notice that Divosta Homes, L.P. has a business relationship with PGP Title of Florida, Inc., a Florida Corporation dba PGP Title ("PGP") and Commerce Title Insurance Company, a California corporation ("CTIC"). PGP, CTIC and Divosta Homes, L.P. are under the common ownership or control of PulteGroup, Inc., a Michigan corporation. Because of this relationship, this referral may provide Divosta Homes, L.P. a financial or other benefit.

PGP is a title guaranty agency that provides insurance and escrow services, and CTIC is its title insurance underwriter. Set forth below are estimated charges (or a range of charges) by PGP for the services listed. You are NOT required to use PGP or CTIC as a condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE OFFERING SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Owner Policy of Title Insurance*	\$5.75 per thousand to \$100,000.00 \$5.00 per thousand \$100,000.00 to \$1,000,000.00 \$2.50 per thousand \$1,000,000.00 to \$5,000,000.00
Loan Policy of Title Insurance**	\$25.00**
Title Endorsements/Supplemental Coverage***	\$25.00 - \$600.00***
Abstract or Title Search Fees	\$75.00 - \$125.00
Settlement Fee (includes Delivery Services/Handling/ Administrative and Wire Fees)	\$350 - \$650
Recording Fees (per document; Deed, Mortgage)	\$10.00 for the first page; \$8.50 per page thereafter
Documentary Tax Stamp	
Deed	<i>varies by county</i>
Mortgage Note	<i>varies by county</i>
Intangible Tax Stamp - Mortgage	<i>varies by county</i>

* Policy premiums for title insurance are regulated by the Florida Department of Financial Services and are determined by the purchase price of the property. A schedule of premium rates is available upon request.

** This fee represents the additional premium for a Loan Policy of Title Insurance when it is issued simultaneously with an Owner Policy of Title Insurance. If issued separately, the premium for a Loan Policy of Title Insurance is calculated in the same manner as the Owner Policy of Title Insurance and is based on the loan amount.

*** This range of fees represents the additional premium for endorsement and supplemental coverages typically requested by lenders. The owner may also request additional coverages and premium would be charged in accordance with the promulgated rates determined by the Florida Department of Financial Services.

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>
Address: <<Lot Address>>

<<Community Name>>

**ADDENDUM TO PURCHASE AGREEMENT
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**
Pulte Mortgage LLC dba Pulte Mortgage

Seller/Owner: Pulte / Divosta Homes

Buyer: <<Customers>>

Purchase Agreement No. <<Sales Agreement Number>>

Lot: <<Lot/Block Full Number>>

Property Address: <<Lot Address>>, <<Lot City State Zip>>

The above-referenced Agreement may or may not require that Buyer(s) obtain a loan for the purchase of the Property. Buyer(s) may choose to use Pulte Mortgage LLC dba Pulte Mortgage ("Pulte Mortgage") to obtain such financing. This Addendum is to give Buyer(s) notice that the Seller has a business relationship with its affiliate, Pulte Mortgage, a wholly-owned subsidiary of Pulte Home Corporation (a Michigan corporation). Because of this relationship, this referral may provide Seller a financial or other benefit.

Pulte Mortgage offers a broad array of financing options, allowing applicants numerous options for program terms, rates, and costs. Set forth below are the estimated charges by Pulte Mortgage for the loans that close:

Origination Fee	0% to 1.5% of loan amount
Discount Points	0% to 4.0% of loan amount
Underwriting Fee	\$0.00 to \$350.00
Application Fee	\$300.00 to \$400.00
Credit Report Fee	\$18.00 to \$200.00
Appraisal Fee	\$0.00 to \$450.00
Tax Service Fee	\$0.00 to \$100.00
Final Inspection	\$0.00 to \$75.00
Processing Fee	\$0.00 to \$350.00
Flood Certificate	\$0.00 to \$25.00
MERS Registration	\$0.00 to \$10.00

Buyer is NOT required to use Pulte Mortgage as a condition for the purchase of the Property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICE. BUYER IS FREE TO SHOP AROUND TO DETERMINE THAT BUYER IS RECEIVING THE BEST SERVICE AND THE BEST RATE FOR THESE SERVICES.

This Disclosure is provided to Buyer(s) pursuant to 24 CFR Section 3500, and is an Addendum to Purchase Agreement Number <<Sales Agreement Number>>, dated <<Sales Agreement Create Date>> by and between Seller and Buyer, for the purchase of the Property described above.

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>
Address: <<Lot Address>>

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Seller is referring me/us to purchase the above-described settlement service from Pulte Mortgage and may receive a financial or other benefit as the result of this referral.

<<Signatures - Customers without Sales Associate>>

Buyer: _____
Lot: _____
Address: _____

Building Inspection

This Addendum amends and supplements that certain Home Purchase Agreement dated _____ (the "Agreement") between the Buyer and Seller for the purchase of the Property described above. Capitalized terms set forth in this Addendum shall have the same meaning as defined in the Agreement. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail.

INSPECTION OF THE HOME

Buyer may, at Buyer's expense, hire an independent building inspector ("Buyer's Inspector") to examine the Property immediately prior to the Pre-Closing Orientation. Seller agrees to permit Buyer's Inspector to enter the Property prior to Closing provided that:

1. Any inspection must take place under the supervision of Seller's Project Manager or the Manager's designee.
2. Buyer's Inspector must complete any desired inspections on the date scheduled so as not to delay Seller's construction schedule. Seller is not obligated to permit inspections before or after the time set.
3. Buyer's Inspector must be licensed to conduct residential property inspections in _____ County, Florida
4. Buyer's Inspector must provide to Seller a copy of the Inspector's business license and a certificate of insurance demonstrating that Buyer's Inspector has a current general liability policy in a sum not less than \$250,000.00 at least three (3) days prior to any scheduled inspection. Any matters identified and discussed at the Pre-Closing Orientation will not be matters to which Buyer's Inspector may take exception or identify as problems.
5. Buyer must provide Seller a copy of the Inspector's report on the day following the date of any inspection.

If Buyer believes any items identified in the Inspector's report are items to be completed by Seller, Buyer shall notify Seller of each such item in writing. Seller agrees to repair all items which should be corrected in order to substantially conform to the plans and specifications for the Home or which Seller would be required to correct under the Home Protection Plan.

BUYER(S):

SUBMITTED BY:

Buyer Date

Sales Associate Date

Buyer Date

Buyer Date

Purchase Agreement No. _____

Buyer: _____
Lot: _____
Address: _____

Buyer

Date

Buyer

Date

Buyer: _____
 Lot: _____
 Address: _____

Buyer's Broker Notice and Certification

Ladies and Gentlemen:

It is a pleasure to inform you that your client, _____, whom you registered at _____ on _____ signed a contract to purchase a home in _____. If, and only if, your client fully consummates the closing and funding of the home purchase, Divosta Homes, L.P. agrees to pay a real estate commission of 3% of the Total Purchase Price and a bonus amount of _____, for services rendered as Buyer's Broker on this transaction.

At Closing, this commission shall be paid to:

_____	_____ (Office)
_____	_____ (Mobile)

Tax ID Number: _____	e-mail: _____

This information will be used to issue Form 1099 at the end of the tax year. Please verify that the information set forth above is correct. Please call _____ at _____ to modify this information as necessary. **Please Note:** No commissions will be earned or paid if Closing does not occur for any reason. Please also note that only the Buyer can schedule appointments for the purpose of selecting Options, any Change Orders desired, the pre-drywall orientation, Pre-Closing Orientation and the Closing, unless prior arrangements are made.

CERTIFICATION OF BUYER'S BROKER. In order for us to complete our records and provide accurate disclosure to Buyer's lender, please complete following section, sign it and return it to _____ at _____ within ten days from the date of this letter. **Please note that unless we receive this completed and signed certification within ten days from the date of this letter, you will not be entitled to receive any commission related to this home purchase.** Any delay in returning this letter may also affect Buyer's financing and delay Buyer's Closing, which may subject Buyer to additional fees or being declared in default under the Home Purchase Agreement with Seller.

By completing the certification and signing below, Buyer's Broker certifies that he/she/it is the Buyer's real estate agent or broker (the "Buyer's Broker") and that (check one):

Neither Buyer's Broker nor any other party employed by or associated with Buyer's Broker has or will provide Buyer with any item of value other than traditional real estate agent services at any time before or after the Closing.

OR

Buyer: _____
Lot: _____
Address: _____

- Buyer's Broker or another party employed by or associated with Buyer's Broker has provided or intends to provide Buyer with the following additional item(s) of value in connection with this transaction (check all that apply):
- Share of commission to be rebated to Buyer **after** the Closing in the amount of _____ and Buyer _____ is or _____ is not a licensed real estate broker.
 - Gift, giveaway or gift card for Buyer in the amount of _____ (if in excess of \$250).
 - Discount on commission to sell Buyer's existing home by _____ percent/amount.
 - Services outside of traditional buyer's broker services, such as _____.
 - "Buy out" of the customer's existing home (please attach details).
 - "Buy out" of the customer's remaining lease payments on a rental home or apartment.

Thank you for your cooperation. We look forward to working with you toward the closing of Buyer's home purchase.

_____	_____	_____	_____
Buyer	Date	Sales Associate	Date

_____	_____
Buyer	Date

_____	_____
Buyer	Date

_____	_____
Buyer	Date

_____	_____
Buyer	Date

Buyer's Broker certifies the information provided in this letter is accurate and agrees to provide updated or detailed information upon request. Buyer's Broker understands that this information will be provided to Buyer's lender and appraiser for purposes of Buyer's financing arrangements.

BUYER'S BROKER:

By: _____
Date

APPROVED:

Purchase Agreement No. _____

Buyer: _____
Lot: _____
Address: _____

Authorized Agent Date

Buyer: <<Customers>>
Lot: <<Lot/Block Full Number>>
Lot Address: <<Lot Address>>

<<Community Name>>

**CONTINGENCY ADDENDUM
Sale/Closing of Real Property**

Unless satisfied or waived prior thereto, this contingency shall expire on _____
(the "Contingency Expiration Date").

This Addendum amends and supplements that certain Purchase Agreement dated <<Sales Agreement Create Date>>, (the "Agreement") between the Buyer and Seller for the Property described above. Terms set forth in this Addendum shall have the same meaning as defined in the Agreement. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail. Buyer and Seller hereby agree (check one):

1. Contingency – Sale of Existing Property. Buyer's purchase of the Property is contingent upon sale of other real property owned by Buyer (the "Contingent Property"). The Contingent Property is located at: <<Customer Address>>, <<Customer City State Zip>>. Buyer agrees as follows:

- a) Buyer will use Buyer's best efforts to sell the Contingent Property on commercially reasonable terms. Buyer will not take any action (or fail to act) the consequence of which might adversely affect the sale of the Contingent Property. In the event Buyer fails to comply with the terms of this Addendum, Seller may terminate the Agreement and retain the Deposit as set forth in the Agreement.
- b) Within <<Listing Deadline>> days of Buyer's execution of this Addendum (the "Listing Deadline"), Buyer will (i) list the Contingent Property for sale with a real estate broker licensed in the state of where the Contingent Property is located, (ii) provide Seller a copy of the listing agreement referenced in the preceding clause (i), (iii) assure that the Contingent Property is placed on the real estate multiple listing service in the geographic area in which the Contingent Property is located, and (iv) provide Seller a current Comparative Market Analysis ("CMA") for the Contingent Property. Upon the closing of the sale of the Contingent Property, this contingency will be deemed to have been satisfied and Buyer will be deemed to have waived all rights to terminate the Agreement due to any and all contingencies, including, but not limited to, those set forth herein and in Section 4.1 of the Agreement.
- c) Within three (3) business days after (i) Buyer enters into a contract to sell the Contingent Property, or (ii) Buyer agrees to modify any agreement to sell the Contingent Property, Buyer will provide a copy of such to Seller.
- d) Seller has the right to continue to market the Property until such time as this contingency is waived or satisfied. If waiver or satisfaction has not occurred and Seller receives an offer to purchase the Property from a third-party, Seller will provide Buyer oral or written notice that Buyer has 48 hours within which to (a) waive this contingency and (b) provide Seller proof of Unconditional Loan

Buyer Initials

Buyer: <<Customers>>
Lot: <<Lot/Block Full Number>>
Lot Address: <<Lot Address>>

Approval. If Buyer fails to comply with the immediately preceding requirements, Seller may terminate this Agreement and accept the offer on the Property from the third party in which case, upon Buyer's execution of the release referenced in Section 4.1.9 of the Agreement, Seller will refund the Deposit(s) to Buyer.

- e) If the Contingent Property has not sold by the Contingency Expiration Date, assuming Buyer is not in default under any term of this Addendum or the Agreement, the Buyer shall have the right to terminate the Agreement by providing Seller Buyer's written election to terminate the Agreement within 7 days of the Contingency Expiration Date. If Buyer elects to terminate the Agreement as set forth in the preceding sentence, upon Buyer's execution of the release referenced in Section 4.1.9 of the Agreement, Seller will refund the Deposit(s) to Buyer. If Buyer fails to terminate the Agreement then Buyer will be deemed to have waived all rights to terminate the Agreement due to any and all contingencies, including, but not limited to, those set forth herein and in Section 4.1 of the Agreement. Buyer understands that the failure to exercise the right to terminate granted herein will place Buyer's deposit(s) at risk pursuant to the terms of the Agreement including, but not limited to, if Buyer is unable to provide further assurance, upon Seller's request, pursuant to Section 4.1.6.

Initials	Initials

Date: _____

- 2. **Non-Contingent Sale – Sale of Other Real Property Not Required.** Buyer does not own other real property that Buyer must (or desires to) sell in order to purchase the Property. Buyer understands that by making this election, Buyer's purchase of the Property (and Buyer's financing thereof as set forth in Section 4.1 of the Agreement) is not contingent upon the sale of any other real property.

Initials	Initials

Date: _____

Buyer Initials

Buyer: <<Customers>>
Lot: <<Lot/Block Full Number>>
Lot Address: <<Lot Address>>

TO BE COMPLETED UPON RELEASE OF CONTINGENCY

Release of Contingency. By initialing below, Buyer agrees that this contingency has been waived and that Buyer's purchase of the Property (and Buyer's financing thereof as set forth in Section 4.1 of the Agreement) is not contingent upon the sale of any real property.

Initials	Initials

Date: _____

<<Signatures - Customers with Sales Associate>>

Buyer Initials

Buyer:<<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>
Address: <<Lot Address>>

**<<Community Name>>
FHA ADDENDUM**

This Addendum amends and supplements that certain Purchase Agreement dated <<Sales Agreement Create Date>> between the Buyer and Seller for the Property described above. Terms set forth in this Addendum shall have the same meaning as defined in the Purchase Agreement. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail.

BUYER, SELLER, REAL ESTATE BROKER CERTIFICATION

Buyer, Seller and Buyer's real estate agent or broker (the "Buyer's Broker") involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

FEDERAL HOUSING ADMINISTRATION AMENDATORY CLAUSE TO PURCHASE AGREEMENT/SALES CONTRACT

It is expressly agreed that notwithstanding any other provisions of the Agreement, the Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veteran Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than <<Total House Price>>. The purchaser shall have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation.

The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Note: The dollar amount to be inserted in the amendatory clause is the sales price as stated in the contract. If the Buyer and Seller agree to adjust the Total Purchase Price in response to an appraised value that is less than the Total Purchase Price, a new amendatory clause is not required. However, the loan application package must include the original sales contract with the same price as shown on the amendatory clause, along with the revised or amended sales contract.

BUYER(S):
<<Customer List>>

SUBMITTED BY:

<<Signatures - Customers and Sales Associate>>

BUYER'S BROKER
<<Co-Broker Company>>

<<Co-Broker First Name>> <<Co-Broker Last Name>>

Date

WARNING: Our signature above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment or both to knowingly make any false statements concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

Buyer: _____
Lot: _____
Address: _____

FINANCING ADDENDUM
(Selection of Lender and Closing or Escrow Agent)

This Addendum amends and supplements that certain Home Purchase Agreement dated _____ between the Buyer and Seller for the Property described above (the "Agreement"). Capitalized terms set forth in this Addendum shall have the same meaning as defined in the Agreement. In the event there is a conflict between the terms set forth herein, and the Agreement, this Financing Addendum shall prevail.

Buyer elects one of the following options regarding financing the purchase of the Property:

CASH Buyer will pay cash for the Property. All Closing Costs are Buyer's responsibility, except those Closing Costs which Seller has agreed to pay. A cash discount may be available, but only in accordance with the Seller's current cash discount policy. Cash discounts must be shown on the Agreement or an addendum. At any time, Seller may request that Buyer provide Seller evidence that Buyer will have the cash required to Close the purchase of the Property on or before the date upon which Seller reasonably anticipates that the Closing will occur. If Buyer is unable to provide Seller such evidence, as determined in Seller's sole and absolute discretion, Seller may, but is not obligated to, declare Buyer in default and exercise its remedies as set forth in Section 10 of the Agreement.

Initials	Initials
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Type of Financing: (*circle one*) CONV FHA VA

Please note that the choice of a lender is Buyer's sole decision. Buyer is not obligated to use Pulte Mortgage.

PULTE MORTGAGE, LLC Buyer will obtain financing from Pulte Mortgage, provided that Buyer meets the lender's qualification criteria. Buyer will be responsible for all costs necessary to obtain financing, subject to any financing incentives listed on the Preferred Buyer Rewards Program Addendum.

Initials	Initials
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NON-AFFILIATED LENDER. Buyer will obtain financing from:

Company Name: _____
Address: _____
Phone/Fax Numbers: _____
Contact Person: _____

BUYER WILL BE RESPONSIBLE FOR ALL CLOSING COSTS NECESSARY TO OBTAIN FINANCING. IN THE EVENT OF AN FHA OR VA LOAN, SELLER AGREES TO PAY ONLY THOSE LOAN COSTS THAT ARE NOT PERMITTED TO BE PAID FOR BY THE BUYER.

Initials	Initials
----------	----------

Buyer: _____
Address: _____

TITLE AND SETTLEMENT SERVICES. Buyer will obtain title and settlement services from:

- PGP Title Seller's preferred escrow agent
- Other Title Agency

Company Name: _____
 Address: _____
 Phone/Fax Numbers: _____
 Contact Person: _____

Buyer agrees that Seller's contribution toward title insurance is limited to the premium amount that Seller would pay to PGP Title, Seller's preferred Closing or Escrow Agent, for a basic residential owner's title policy (i.e., an A.L.T.A. Plain Language Residential Owner's Policy or its local equivalent).

Please note that the selection of the party to provide title and settlement services is Buyer's sole decision. Buyer is not obligated to use PGP Title

Initials	Initials
----------	----------

Change of Lender. If Buyer elects to change lenders or seek a different loan program within 30 days prior to the Closing Date, an administrative fee of \$2,000 may be immediately payable to Seller. This administrative fee is in addition to any other fees that may be due to Seller. Buyer is aware that a change of lender or loan terms may result in a delay of Closing. Please see Sections 8 and 10 of the Agreement regarding delays of Closing.

Payment Estimate. Buyer acknowledges that any estimate or quote of a monthly loan payment and/or Closing Costs is given as a courtesy. Buyer shall rely only upon loan information provided to Buyer by Buyers' lender. Buyer further understands that such quotes are subject to change depending on mortgage amount, interest rates at the time of closing and other factors.

BUYER UNDERSTANDS THAT INTEREST RATES FLUCTUATE ACCORDING TO MARKET CONDITIONS. IT IS THE BUYER'S RESPONSIBILITY TO NEGOTIATE WITH BUYER'S LENDER TO OBTAIN ANY INTEREST RATE LOCK.

IMPORTANT: If financing is not obtained through Pulte Mortgage or if Pulte Mortgage has brokered the loan to another financing company, keys to the Property will not be released until the lender has deposited all loan funds with the Closing or Escrow Agent, except as otherwise required by law. Please be advised that, at times and where permitted, this could take approximately 24 to 72 hours after the loan documents are signed.

BUYER(S):

SUBMITTED BY:

Buyer

Date

Sales Associate

Date

Buyer

Date

Purchase Agreement No. _____

Buyer: _____
Lot: _____
Address: _____

Buyer Date

Buyer Date

Buyer Date

ACCEPTED BY SELLER:

The terms, conditions and provisions of this agreement are hereby accepted on this _____ day of _____, 20____.

By: _____
Authorized Agent

<<Community Name>>

Addendum for Veterans Financing

Buyer: <<Customers>>

Lot/Block: <<Lot/Block Full Number>>

Lot Address: <<Lot Address>>

<<Lot City State Zip>>

VA Case Number (if available): _____

This Addendum amends and supplements that certain Purchase Agreement dated <<Sales Agreement Create Date>>, (the "Agreement") between the Buyer and Seller for the Property described above. Terms set forth in this Addendum shall have the same meaning as defined in the Agreement. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail. Buyer has represented to Seller that Buyer believes that Buyer is eligible and intends to apply or has applied for financing for the purchase of the Property guaranteed by the United States Veterans Administration ("the VA Financing"). In such an event, Buyer and Seller agree as follows:

1. In the event Buyer cannot obtain the VA Financing contemplated, Buyer shall have the option of canceling the Agreement and receiving a refund of all Deposits paid.
2. If the Total Purchase Price is increased due to increases in the cost of labor, material, or other items prior to Closing, Buyer will have the option of canceling the Agreement and obtaining a refund of all Deposits paid if Buyer doesn't agree to pay the new Total Purchase Price.
3. Buyer will have the usual or customary freedom or right of an owner to sell the Property.
4. Buyer does not waive or release any claim or right Buyer may have for nonperformance by the builder under the Agreement or under local and State laws.
5. The Buyer is to be charged with any special assessments or improvement bonds, including those payable in the future, for improvements included in the plans and specifications or commenced or completed at the time of Closing, and as set forth in the Community Documents.
6. Seller shall complete construction within _____ days from the date of the Agreement. If construction is not completed by that time, or within a reasonable time thereafter, Buyer shall have the option of canceling the Agreement and obtaining a refund of all Deposits.
7. Seller agrees to complete the dwelling in substantial accordance with the VA approved plans and specifications and to deliver the Property to the Buyer when completed.
8. All Deposits received from Buyer shall be placed in a special trust account as required by 38 U. S. C. 1806. This will also include, but not be limited to, funds for the purchase of optional items and equipment.
9. Applicable Not Applicable The property was or will be constructed under FHA compliance inspection procedures pursuant to Section 203(i) or 221(d) (2) of the National Housing Act, and was or will be constructed under FHA minimum property standards for low cost housing.

- 10. Buyer is aware that the VA guarantees the loan only and does not guarantee the construction and workmanship.
- 11. The current year's taxes shall be prorated to the date of transfer.
- 12. It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not incur any penalty for forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of reasonable value established by the VA.

BUYER:

<<Customer List>>

Buyer Signature Date

Buyer Signature Date

SELLER:

<<Seller Name>>

Authorized Agent

Date

Buyer: _____
 Lot: _____
 Address: _____

Important Dates Acknowledgement

This Addendum supplements that certain Home Purchase Agreement dated _____, Purchase Agreement No. _____ between Buyer and Seller (the "Agreement"). By signing this Addendum, Buyer agrees to comply with each actions required by the dates set forth herein. If Buyer fails to meet any due date set forth in this Addendum, Seller, at its sole option, may declare Buyer in default and exercise the remedies set forth in Section 10 of the Agreement. To the extent any date conflicts with those set forth in the Agreement, the date in the Agreement shall prevail.

Action Required	Due Date	Initials
Earnest Money Deposit is due upon signing the Agreement Amount Due: _____	_____	
Additional Deposits for Options Selected		
Loan Application must be made within five (5) calendar days after _____		
Notice of Loan Approval must be delivered to Seller 60 days after _____		
Cash Buyer Only: Evidence that Buyer will have the cash required to close must be delivered to Seller 20 calendar days after <<Sales Agreement Create Date>> and again 45 days prior to Closing, and such other time(s) as Seller may designate.		
Finalize all color selections and options 30 days after _____ for a new build. If Buyer is purchasing an Inventory Home, Buyer understands that options for Inventory Homes are pre-selected and changes may not be available.		
2 Month timeframe that the Home is anticipated to be completed.* * Buyer acknowledges that while Seller strives to estimate the date of completion of the Home and the Closing and will regularly inform Buyer as to the status of construction, it is impossible to be completely accurate in such estimates due to factors outside of Seller's control such as weather, supply delays, local regulatory inspection schedules, labor matters, Buyer's loan qualification and similar matters.		

Dated: _____

Buyer

Date

Sales Associate

Date

Buyer

Date

Purchase Agreement No. _____

Buyer: _____
Lot: _____
Address: _____

Buyer _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

JIO

Community Name (Comm No.)

Order Type: JIO
Number: 0
Entered Date: MM/DD/YYYY
Sales Status:
Construction Status:
Description:

Agreement Id:
Agreement Created:
Agreement Approved:
Sales Associate:
JIO/CO Created By:

Current Buyer Information:

Seller File Reference:

Buyer:
Current Address:
City, State, Zip:
Home Phone:
Work Phone:

Home Site:
Alternate Lot Block:
Building #:
Unit Number:
Address:
Garage:
Plan:
Plan Id:
Elevation:
Phase:

Current House Selections:

<u>Option Code</u>	<u>Options</u>	<u>Notes</u>	<u>Quantity</u>	<u>Price</u>
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Items Added to Configuration:

Empty box for items added to configuration.

Pricing Information:

Base House:
 Lot Premium:
 Options Total:
 Non-Standard Options Total:
 Elevation:
 Sales Program:
 Price Adjustment:
Current Price:

Seller Initials

JIO

Community Name (Comm No.)

Change Order Type: JIO
Number: 0
Entered Date:
Sales Status:
Construction Status:
Description:

Agreement Id:
Agreement Created:
Agreement Approved:
Sales Associate:
JIO/CO Created By:

All other terms and conditions in the above-designated Purchase Agreement (as may be amended by another addendum or other addenda) remain unchanged.

IMPORTANT! THIS CHANGE ORDER IS NOT BINDING UNTIL ACCEPTED BY SELLER. THE SALES COUNSELOR'S SIGNATURE DOES NOT CONSTITUTE ACCEPTANCE.

Buyers:

Submitted By:

MM/DD/YYYY

Sales Associate MM/DD/YYYY

Accepted by Seller:

Authorized Agent MM/DD/YYYY

Buyer: _____
Lot: _____
Lot Address: _____

Preferred Buyer Rewards Program

This Addendum amends and supplements that certain Home Purchase Agreement dated _____ between Buyer and Seller for the Property described above (the "Agreement"). Capitalized terms set forth in this Addendum shall have the same meaning as defined in the Agreement. Except as expressly modified herein or in any other addenda made a part of the Agreement, the terms of the Agreement are hereby ratified and affirmed. In the event of a conflict between the terms of the Agreement and this Addendum, then the terms set forth herein shall control.

TEAMWORK MAKES IT HAPPEN!

When purchasing a Home at _____, our team of experienced professionals will work together to build your Home efficiently. Your cooperation in the process of delivering the Home and closing the transaction is invaluable to us and we want to reward you for your cooperation.

HOW TO GET THE "PREFERRED BUYER REWARDS":

To take advantage of the _____ Preferred Buyer Rewards Program you must do each of the following:

- Finalize all color selections and options 30 days after _____ and do not make any changes, additions or deletions thereafter.
- Deliver to your Sales Consultant, within five (5) calendar days after _____, a completed loan application for a loan from Pulte Mortgage along with any upfront fees required.
- Submit within five (5) business days after receipt of any request(s), any additional information requested by Seller or Pulte Mortgage in connection with the purchase of the Property or the Closing.
- Finance the purchase of the Property with Pulte Mortgage as either the lender or broker for the loan transaction, or purchase the Home at Closing without financing and pay cash at Closing.

That's all there is to do!

WHAT THE PREFERRED BUYER REWARDS PROGRAM PROVIDES:

By meeting all of the above requirements, Buyer is eligible to receive incentives in an amount totaling up to but not exceeding \$ _____ in the form as described below.

Certain loan programs may limit or prohibit the use of incentives. Any portion of the incentive not used toward the items described below is automatically forfeited. In the event of a failure to meet any of the conditions above, all incentives otherwise offered herein will be automatically null and void unless Seller or one of its affiliates is the sole cause of such failure.

The incentives for which Buyer will become eligible will include one or more of the following:

- ❖ **Payment of Closing Costs.** Buyer may receive at closing a contribution from Seller of up to \$ _____ toward

Buyer: _____

Lot: _____

Lot Address: _____

a portion of the closing costs incurred in connection with the closing of the loan on your Property. These closing costs may include the premium for a basic residential owner's title policy (i.e., an A.L.T.A. Plain Language Residential Owner's Policy or its local equivalent), up to the amount that Seller would pay to its preferred Escrow Agent, and may also include items such as:

- Lender fees;
- Rate buy downs (e.g., discount points); and/or
- Prepaid items (e.g., fees for credit reports, appraisals, hazard insurance or other third party payments).

Initials	Initials

Please note that the choice of a lender is Buyer's sole decision. Buyer is not obligated to use Pulte Mortgage or to participate in the Preferred Buyer Rewards Program.

Buyer hereby acknowledges receipt, at or before the time of receipt of this Addendum, of a notice regarding the affiliation between Seller and Pulte Mortgage, if applicable. Buyer understands that the only consequence of not using Pulte Mortgage or participating in the Preferred Buyer Rewards Program is that Buyer will not be eligible for the incentives described above.

BUYER ELECTS THE "PREFERRED BUYER REWARDS" PROGRAM.

Buyer has decided to participate in the Preferred Buyer Rewards program. Buyer agrees that if Buyer fails to fulfill any of the conditions listed above, the offer of incentives herein will automatically become null and void, and Buyer will not receive any of the incentives.

Initials	Initials

BUYER DOES NOT WANT TO PARTICIPATE IN THE "PREFERRED BUYER REWARDS" PROGRAM.

Buyer declines to participate in the Preferred Buyer Rewards program. Buyer understands and acknowledges that the only result of this choice is that Buyer will not be eligible to receive the incentives described above.

Initials	Initials

BUYER:

SUBMITTED BY:

Buyer

Date

Sales Associate

Date

Purchase Agreement No. _____

Buyer: _____
Lot: _____
Lot Address: _____

Buyer Date

Buyer Date

Buyer Date

Buyer Date

ACCEPTED BY SELLER:

The terms, conditions and provisions of
this Addendum are hereby accepted on

this _____ day of _____, 20__.

By: _____
Authorized Agent

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>
Address: <<Lot Address>>

<<Community Name>>

General Addendum

This Addendum amends and supplements that certain Purchase Agreement dated <<Sales Agreement Create Date>> between the Buyer and Seller for the Property described above. Terms set forth in this Addendum shall have the same meaning as defined in the Purchase Agreement. In the event there is a conflict between the terms set forth herein and the Agreement, this Addendum shall prevail.

BUYER(S):
<<Customer List>>

SUBMITTED BY:

<<Signatures - Customers and Sales Associate>>



Color Selection Form

Community Name (Comm No.)

Buyer Names

Seller's File Reference

Sales Associate:		Configuration Name: Configuration Type: Configuration Status: Sales Agreement #: Sales Agreement Type: Sales Agreement Status: Construction Stage:
Lot/Block:		
Lot Address:		
Lot Status:		
Plan:	Square Feet:	
Bedrooms:	Bathrooms:	
Elevation:	Color Scheme:	
Series:	Handing:	

It is very important that you consider each selection carefully. Once this form has been signed by you, your color selections are final.

NO COLOR SELECTION CHANGES WILL BE ALLOWED AFTER THIS FORM HAS BEEN COMPLETED!

Base House

Appliances - Packages

Bathroom Cabinets and Tops - Upgrade

Carpet/Pad - Carpet Upgrade

Flooring-Hard Surface - Tile

Flooring-Hard Surface - Tile

Interior Finishes - Paint

Kitchen Cabinets and Tops - Cabinet Upgrade

Kitchen Cabinets and Tops - Countertop Laminate

acknowledge and understand that due to wood being a natural product Pulte cannot guarantee that wood grains and stain colors will be consistent with samples shown, and may vary. In addition all other material color shades may vary slightly due to dye lot variation. Pulte makes every effort to provide you with our selection, however in the unlikely event your selection becomes unavailable from the supplier it may be necessary, at our discretion to substitute with like materials, delete, or require you to re-select.

You are responsible for the accuracy of your selections. Please review this form for any errors!

BUYERS:

REVIEWED BY:

Date

Date

Date

PULTE HOMES
Color Selection Sheet

Corp. Administrator: _____
Gen. Sales Mgr.: _____

DATE: _____ NUMBER: _____

COMMUNITY: _____ LOT / UNIT: _____ BLK / BLDG.: _____

MODEL NAME: _____ MODEL#: _____

CUSTOMER NAME: _____

Exterior Paint: Concept #: _____

Kitchen Cabinets:	Style: _____	Color: _____
Bath Cabinets:	Style: _____	Color: _____
Laundry Cabinets:	Style: _____	Color: _____

Kitchen Counter Top: Mica Color #: _____
Solid Surface Color #: _____
Granite Color #: _____

Master Bath Tile Upgrade Pkg.: _____
Grout Color: _____

FLOORING

TILE:	Level #: _____	CARPET:	Level #: _____
	Style name: _____		Style name: _____
	Color name: _____		Color name: _____
	Color #: _____		Color #: _____
	Grout Color : _____		

IMPORTANT NOTICE TO PURCHASER: IT IS IMPORTANT TO REALIZE THAT VARIATIONS IN COLOR TONES CAN OCCUR IN ALL BUILDING PRODUCTS. PULTE CANNOT BE HELD LIABLE FOR THEM; C FOR ANY SELECTIONS THAT MAY BE DISCONTINUED BETWEEN THE SELECTION PERIOD AND TI SCHEDULED INSTALLATION DATE.

Purchaser: _____ Date: _____
Purchaser: _____ Date: _____
Sales Representative Signature: _____ Date: _____

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>

<<Community Name>>

AN IMPORTANT NOTICE ABOUT POOL SAFETY

The Florida legislature found that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur, a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa, or hot tub will reduce drowning and near-drowning incidents. Therefore, it is the intent of the Florida legislature that all new residential swimming pools, spas, and hot tubs be equipped with at least one pool safety feature as described below. There are legal consequences for persons who violate the pool safety requirements.

A licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of Chapter 515 of the Florida Statutes and a copy of the Public Information Publication produced by the department under s. 515.31 containing the information on drowning prevention and the responsibilities of pool ownership provided for in Schedule 1 attached hereto.

THE STATE OF FLORIDA REQUIREMENTS

As used in this Notice, the following terms are defined as follows:

1. "approved safety pool cover" means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM) in compliance with standard.
2. "barrier" means a fence, dwelling wall, or nondwelling wall, or any combination thereof, which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.
3. "department" means the Department of Health.
4. "exit alarm" means a device that makes audible, continuous alarm sounds when any door or window which permits access from the residence to any pool area that is without an intervening enclosure is opened or left ajar.
5. "indoor swimming pool" means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.
6. "medically frail elderly person" means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer's disease or any related disorder.
7. "outdoor swimming pool" means any swimming pool that is not an indoor swimming pool.
8. "portable spa" means a nonpermanent structure intended for recreational bathing, in which all controls and water-heating and water-circulating equipment are an integral part of the product and which is cord-connected and not permanently electrically wired.
9. "residential" means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>

10. "swimming pool" means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.
11. "young child" means any person under the age of 6 years.

A residential swimming pool must meet at least one of the following requirements relating to pool safety features:

1. The pool must be isolated from access to a home by an enclosure that meets the following pool barrier requirements and the residential pool barrier must have all of the characteristics in a.-d. below:
 - a. The barrier must be at least 4 feet high on the outside.
 - b. The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.
 - c. The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.
 - d. The barrier must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.
 - e. The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.
 - f. Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.
 - g. A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.
 - h. A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier; or
2. The pool must be equipped with an approved safety pool cover; or
3. All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet; or

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>

4. All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.

THERE ARE CRIMINAL PENALTIES FOR FAILING TO FOLLOW THESE REQUIREMENTS

Your city and county may have other pool barrier requirements. Check with your city and county governments to see if they have adopted different pool barrier requirements.

BUYER UNDERSTANDS WALLS/GATES/PATIO DOORS AND WINDOWS INSTALLED AT <<COMMUNITY NAME>> ARE INSTALLED TO COMMUNITY STANDARDS AND THEREFORE MAY NOT MEET POOL REQUIREMENTS. BUYER FURTHER UNDERSTANDS IT IS THEIR RESPONSIBILITY TO ADHERE TO ALL REQUIRED MUNICIPALITY STANDARDS AT TIME OF POOL CONSTRUCTION.

<<Signatures - Customers without Sales Associate>>

Buyer: <<Primary Customer Last Name>>
Lot: <<Lot/Block Full Number>>

Schedule 1

CHAPTER 64E-21 RESIDENTIAL SWIMMING POOLS

64E-21.001 Drowning Prevention Education/Public Information Publication.

64E-21.001 Drowning Prevention Education/Public Information Publication.

(1) The educational program required in Section 515.31, F.S., shall be the 1995 American Red Cross Community Water Safety Course which is incorporated by reference and available at a cost from the American Red Cross Chapter located within any Florida County.

(2) Information on drowning prevention and responsibilities of pool ownership is contained in the 1994 U.S. Consumer Product Safety Commission publication Number 362, Safety Barrier Guidelines for Home Pools which is incorporated by reference and available at no charge from the Consumer Product Safety Commission, Washington, D.C. 20207.

(3) In accordance with Section 515.33, F.S., the document containing the requirements of this chapter shall be Sections 515.21 through 515.37, F.S., 2000, which are incorporated by reference and available at a cost from the Law Book Services Office, Room 612, 111 West Madison Street, Tallahassee, Florida 32399-1400.

Specific Authority 515.31, 515.35 FS. Law Implemented 515.31, 515.33 FS. History—New 7-1-01.