

# Articles of Incorporation and By-Laws (Including Amendments)

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**EXHIBIT 1**

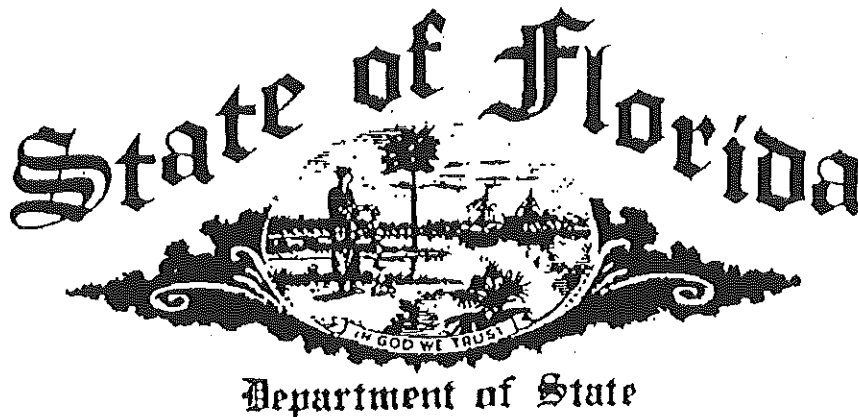
**LEGAL DESCRIPTION**

All of the property shown on FRENCHMAN'S RESERVE PCD - PLAT ONE, according to the Plat thereof, recorded in Plat Book 92 at Page 11 of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT Tract FH and Tract J as shown on the Plat.

Frenchman's Reserve  
Declaration  
November 26, 2001

EXHIBIT 2  
ARTICLES OF INCORPORATION

Frenchman's Reserve  
Declaration  
November 26, 2001



State of Florida

Department of State

I certify from the records of this office that FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 2001.

The document number of this corporation is N01000001036.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 001A00015149-031301-N01000001036-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirteenth day of March, 2001


Authentication Code: 001A00015149-031301-N01000001036-1/1



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 13, 2001, to Articles of Incorporation for FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H01000026185. 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 N01000001036.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirteenth day of March, 2001

Authentication Code: 001A00015149-031301-N01000001036-1/1



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

March 13, 2001

FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION,  
7495 W ATLANTIC AVE, STE 220B  
DELRAY BEACH, FL 33446

Re: Document Number N01000001036

The Articles of Amendment to the Articles of Incorporation for FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, were filed on March 13, 2001.

The certification requested is enclosed. 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 H01000026185.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Susan Payne  
Senior Section Administrator  
Division of Corporations

Letter Number: 001A00015149

**ARTICLES OF AMENDMENT TO ARTICLES OF  
INCORPORATION FOR  
FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

**FIRST:** Amendment adopted:

The Articles of Incorporation for Frenchman's Reserve Master Property Owners Association, Inc. filed with the Florida Secretary of State on February 13, 2001 are hereby amended as follows:

Article Three is hereby changed to read:

The street address of the registered office and registered agent of the corporation are as follows:

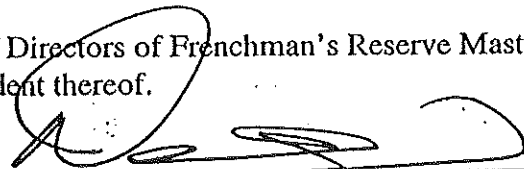
Patricia Kimball Fletcher, P.A.  
c/o Duane Morris & Heckscher LLP  
200 South Biscayne Boulevard, Suite #3410  
Miami, Florida 33131

**SECOND:** The date of adoption of the amendment was February 19, 2001.

**THIRD:** There are no members entitled to vote on this amendment. The Amendment to the Articles of Incorporation was adopted by the Board of Directors.

**Dated:** February 19, 2001.

The undersigned being a member of the Board of Directors of Frenchman's Reserve Master Property Owners Association, Inc., and the President thereof.

  
\_\_\_\_\_  
Dan Grosswald, Director and President  
of Frenchman's Reserve Master Property  
Owners Association, Inc.

{Corporate Seal}

(((H010000026185 8)))

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Bay Pointe at Wyndham Lakes Community Association, Inc. at the place designated in the Amendment to the Articles of Incorporation, Patricia Kimball Fletcher, P.A. is familiar with and accepts the duties and responsibilities as Registered Agent in compliance with the provisions of Section 617.1006, Fla. Stat., relative to keeping open such office until such time as it shall notify the Corporation of its resignation.

Dated this 19 day of February, 2001.


PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K Fletcher  
Patricia Kimball Fletcher, President

(((H010000026185 8)))



# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on February 13, 2001, as shown by the records of this office.

The document number of this corporation is N01000001036.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirteenth day of February, 2001



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

**ARTICLES OF INCORPORATION  
FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS  
ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION  
OF  
FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

- 1. Name of Corporation. The name of the corporation is FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC. ("Association").
- 2. Principal Office. The principal office of the Association is 7495 West Atlantic Avenue, Suite 220B, Delray Beach, FL 33446 or such other location as shall be designated by the Board of Directors.
- 3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 200 South Biscayne Boulevard, Suite 3410, Miami, Florida 33131. The name of the Registered Agent of the Association is:

CHARLES C. PAPY, III, P.A.

- 4. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Frenchman's Reserve (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as Frenchman's Reserve. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
- 6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or Officers.
- 7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration and the Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.
  - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Frenchman's Reserve.
  - 7.3. To operate and maintain the Surface Water Management System as required by the Permit and Declaration, including the lake and mitigation areas.
  - 7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

Frenchman's Reserve  
Articles of Incorporation  
February 12, 2001

7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association and establish Reserves for deferred maintenance or capital expenditures.

7.6. To do all acts and make all payments required by the Club Covenants.

7.7. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

7.8. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.9. To purchase the Club as provided in the Club Covenants without the joinder or consent of the Owners or any other party.

7.10. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Frenchman's Reserve to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.11. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.12. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Frenchman's Reserve, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

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

7.14. To employ personnel and retain independent contractors to contract for management of the Association, Frenchman's Reserve and the Common Area and Club (if Association shall ever be appointed Club Manager pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.15. To contract for services to be provided to, or for the benefit of, the Association, Club Owner, Owners, the Common Areas and Frenchman's Reserve and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.16. To establish committees and delegate certain of its functions to those committees.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

## NAME

## ADDRESS

Dan Grosswald

7495 West Atlantic Avenue  
Suite 220B  
Delray Beach, FL 33446

Ron Blum

7495 West Atlantic Avenue  
Suite 220B  
Delray Beach, FL 33446

Eric Finkleberg

7495 West Atlantic Avenue  
Suite 220B  
Delray Beach, FL 33446

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall exist in perpetuity. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer and Club Owner. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer and/or the Club Owner.

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

CHARLES C. PAPY, III, ESQ.  
200 S. Biscayne Blvd.  
Suite 3410  
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	Dan Grosswald
Vice President:	Ron Blum
Secretary:	Eric Finkleberg
Treasurer:	Eric Finkleberg

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer or Club Owner, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. HUD/VA Provisions. So long as required in connection with HUD and/or VA financing of the purchase of Homes, the following provisions shall supersede other provisions herein to the contrary:



18.1. Every person or entity who is an Owner of a Home shall be entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Home.

18.2. If the Association is dissolved, the assets of the Association shall be dedicated to a public body, or conveyed to a non-profit organization with similar purposes to the Association.

18.3. In addition to any other requirements set forth herein, amendment of these Articles of Incorporation shall also require the approval of at least two-thirds (2/3) of the Owners.

18.4. In addition to any other requirements set forth herein, annexation of additional property into Frenchman's Reserve, mergers and consolidations, mortgaging of the Common Areas, dissolution and any amendment of these Articles which materially affects the rights of Owners shall require the prior approval of HUD and/or VA, as applicable at any time there is a Class B Membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 12<sup>th</sup> day of February, 2001.

WITNESSES:

[Signature]  
Print name: Jill S. Acker

[Signature]  
Print name: Rosanna M. Weber

[Signature]  
CHARLES C. PAPY, III, Incorporator

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE )

) SS.:  
)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2001 by CHARLES C. PAPY, III, who is personally known to me or presented \_\_\_\_\_ as identification.

My commission expires: Aug. 12, 2001

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large

Rosanna Molinari

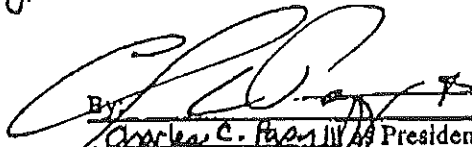
Rosanna Molinari  
My Commission CC671394  
Expires August 12, 2001

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 12<sup>th</sup> day of February, 2001.

CHARLES C. POPY, III, P.A.

By:   
\_\_\_\_\_  
Charles C. Popy III, President

FILED  
01 FEB 13 PM 1:44  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Frenchman's Reserve  
Articles of Incorporation  
February 12, 2001

**EXHIBIT 3**  
**BY-LAWS**

Frenchman's Reserve  
Declaration  
November 26, 2001

**BY-LAWS  
OF  
FRENCHMAN'S RESERVE MASTER  
PROPERTY OWNERS ASSOCIATION, INC.**

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**BY-LAWS  
OF  
FRENCHMAN'S RESERVE MASTER ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 7495 W Atlantic Avenue, Suite 220B, Delray Beach, Florida 33446, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Restrictions and Covenants for Frenchman's Reserve (the "Declaration") relating to the residential community known as Frenchman's Reserve, recorded, or to be recorded, in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Class A Member" shall mean each Owner and Builder.

"Class B Member" shall mean the Developer until the Turnover Date.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Binks Estates Limited Partnership and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association.

Frenchman's Reserve  
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Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Builder shall have one (1) vote for each Lot or Parcel upon which one Home can be built. If a Lot or Parcel will contain more than one Home, then the Builder shall have the number of votes equal to the number of Homes that can be built. Prior to the Turnover Date, Developer shall have the voting interest equal to one (1) plus the total number of votes held by the Class A Members. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).



3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.

3.5. Quorum of Members. Until the Turnover Date, a quorum shall be established by Developer's presence at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast thirty percent (30%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) nor more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Class A Members, the remaining Directors may fill such vacancy. Directors elected by Class A Members may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that Developer plans to build within Frenchman's Reserve.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration and the Club Covenants, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Service Providers for Telecommunication Services, collect and remit the Club Charges and, by majority vote of the Board, without the consent of any Owner or any other party, exercise the Association's option to acquire the Club.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Frenchman's Reserve by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration and the Club Covenants.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of the Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, these By-Laws and the Club Covenants, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, Rules and Regulations and, when appropriate, the Club Covenants.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on

the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the last Home is conveyed to an Owner. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer or Club Owner unless such amendment receives the

prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) in Association at a duly called meeting in which a quorum is present. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

**EXHIBIT 4**

**POD F LEGAL DESCRIPTION**

Pod F as shown on FRENCHMAN'S RESERVE PCD - PLAT ONE, according to the Plat thereof, recorded in Plat Book 92 at Page 11 of the Public Records of Palm Beach County, Florida.

Frenchman's Reserve  
Declaration  
November 26, 2001

**EXHIBIT 5**  
**PERMITS**



SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 50-04795-P  
DATE ISSUED: APRIL 12, 2001



SM 10145  
Rev. 08/95

PERMITTEE: TOLL BROTHERS INC  
(FRENCHMAN'S RESERVE)  
7495 W ATLANTIC AVENUE, SUITE 220B  
DELRAY BEACH, FL 33446

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
(FRENCHMAN'S RESERVE)  
3323 BELVEDERE ROAD BLDG 502,  
WEST PALM BEACH, FL 33406

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL (ENVIRONMENTAL RESOURCE PERMIT) FOR A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 426.34 ACRES OF RESIDENTIAL/GOLF COURSE DEVELOPMENT, 0.52 ACRES OF OFF-SITE HOOD ROAD RIGHT-OF-WAY (R-O-W), AND 3.67 ACRES OF OFF-SITE ALTERNATE A-1-A R-O-W, AND;

AUTHORIZATION TO CONSTRUCT (AND OPERATE) THE FIRST PHASE OF CONSTRUCTION, WHICH INCLUDES SITE CLEARING, LAKE EXCAVATION, STRUCTURE INSTALLATION, FILLING TO THE APPROXIMATE FINISH GRADES, AND CONSTRUCTION OF APPROXIMATELY 4500 LINEAR FE

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 31,32 TWP 41S RGE 43E

PERMIT DURATION: Five years to complete construction of the surface water management system from the date issued. Conceptual Approval is valid for two years from the date issued. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 991105-47, dated November 2, 1999. - Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 8 OF 10 (36 SPECIAL CONDITIONS).  
SEE PAGES 9 - 10 OF 10 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

ON 17-April-2001

BY Jennifer Krumlauf  
DEPUTY CLERK

By [Signature]  
ASSISTANT SECRETARY

## SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: GOLF COURSE MAINT. - 11.62 FEET NGVD.  
BASIN: SITE - 11.69 FEET NGVD.
2. MINIMUM ROAD CROWN ELEVATION: BASIN: GOLF COURSE MAINT. - 10.11 FEET NGVD.  
BASIN: SITE - 9.40 FEET NGVD.
3. MINIMUM PARKING LOT ELEVATION: BASIN: GOLF COURSE MAINT. - 9.23 FEET NGVD.  
BASIN: SITE - 8.28 FEET NGVD.
4. DISCHARGE FACILITIES:  
BASIN: SITE, STRUCTURE NO. 1:  
1-1.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.5' NGVD.  
80 LF OF 4' DIA. RCP CULVERT.  
RECEIVING BODY : PALM BEACH CABANA COLONY CANAL  
CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.  
BASIN: SITE, STRUCTURE NO. 2:  
1-1.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.5' NGVD.  
100 LF OF 4' DIA. RCP CULVERT.  
RECEIVING BODY : PALM BEACH CABANA COLONY CANAL  
CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.  
BASIN: SITE, STRUCTURE NO. 3:  
1-.83' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 6.5' NGVD.  
108 LF OF 2' DIA. RCP CULVERT.  
RECEIVING BODY : FRENCHMAN'S FOREST NATURAL PRESERVE  
CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.  
BASIN: GOLF COURSE MAINT., STRUCTURE NO. 4:  
1-.25' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 6.5' NGVD.  
150 LF OF 2' DIA. RCP CULVERT.  
RECEIVING BODY : PALM BEACH CABANA COLONY CANAL  
CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.
5. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
6. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
7. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT

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METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

8. 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 TOP SOILED AND STABILIZED THROUGH SEEDING OR PLANTING FROM 2 FEET BELOW TO 1 FOOT ABOVE THE CONTROL ELEVATION TO PROMOTE VEGETATIVE GROWTH.
9. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
10. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF THE FRENCHMANS RESERVE PROPERTY OWNERS ASSOCIATION.
11. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE PERIMETER OF THE PROTECTED WETLANDS AND BUFFER ZONES SHALL BE FENCED TO PREVENT ENCROACHMENT INTO THE WETLANDS. THE PERMITTEE SHALL NOTIFY THE SFWMD'S ENVIRONMENTAL COMPLIANCE STAFF IN WRITING UPON COMPLETION OF FENCING AND SCHEDULE AN INSPECTION OF THIS WORK. THE PERMITTEE SHALL MODIFY THE FENCING IF SFWMD STAFF DETERMINES IT IS INSUFFICIENT OR IS NOT IN CONFORMANCE WITH THE INTENT OF THIS PERMIT. FENCING SHALL REMAIN IN PLACE UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES ARE COMPLETE.
12. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
13. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE MITIGATION WORK, INCLUDING THE MONITORING AND MAINTENANCE OF THE MITIGATION AREAS FOR THE DURATION OF THE PLAN. THE MITIGATION AREA(S) SHALL NOT BE TURNED OVER TO THE OPERATION ENTITY UNTIL THE MITIGATION WORK IS ACCOMPLISHED AS PERMITTED AND SFWMD STAFF HAS CONCURRED.
14. (1) A WETLAND MITIGATION PROGRAM FOR TOLL BROTHERS - FRENCHMANS RESERVE SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10. THE PERMITTEE SHALL PRESERVE .26 ACRE OF FOREST WETLANDS AND 5.65 ACRES OF HERBACEOUS/SHRUB WETLANDS, ENHANCE 2.12 ACRES OF FORESTED WETLANDS AND .6 ACRE OF HERBACEOUS/SHRUB WETLANDS AND PRESERVE 12.24 ACRES OF UPLAND COMPENSATION AREA(S).  
  
(2) A WETLAND MITIGATION PROGRAM FOR UNIT 11 SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10. THE PERMITTEE SHALL ENHANCE 63.66 ACRES OF HERBACEOUS/SHRUB WETLANDS.
15. A WETLAND MONITORING PROGRAM AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10 AND 12. THE MONITORING PROGRAM SHALL EXTEND FOR A PERIOD OF 5 YEARS WITH SEMI-ANNUAL REPORTS SUBMITTED TO SFWMD STAFF. AT THE END OF THE FIRST MONITORING PERIOD THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION. THE 80% SURVIVAL RATE SHALL BE MAINTAINED THROUGHOUT THE REMAINDER OF THE MONITORING PROGRAM. AT THE END OF THE 5 YEARS MONITORING PROGRAM THE MITIGATION AREA(S) SHALL CONTAIN AN 80% SURVIVAL OF PLANTED VEGETATION AND AN 80% COVERAGE OF DESIRABLE OBLIGATE AND FACULTATIVE WETLAND SPECIES.
16. WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHALL BE DEDICATED AS CONSERVATION AND COMMON AREAS IN THE CONSERVATION EASEMENT AS WELL AS ON THE PLAT IF THE PROJECT WILL BE PLATTED. RESTRICTIONS FOR USE OF THE CONSERVATION/Common AREAS SHALL STIPULATE:  
  
THE WETLAND PRESERVATION/MITIGATION AREAS, UPLAND BUFFER ZONES, AND/OR UPLAND PRESERVATION AREAS ARE HEREBY DEDICATED AS CONSERVATION AND COMMON AREAS. THE

CONSERVATION/Common Areas shall be the perpetual responsibility of Toll Florida, G.P., as general partner of Binks Estates Limited Partnership, and may in no way be altered from their natural state as documented in Exhibits 6 and 10, with the exception of permitted restoration activities. Activities prohibited within the conservation areas include, but are not limited to: construction or placing soil or other substances such as trash removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

Copies of recorded documents shall be submitted concurrent with engineering certification of construction completion.

17. Activities associated with implementation of the wetland mitigation, monitoring and maintenance shall be in accordance with the following work schedule. Any deviation from these time frames shall require formal SFWMD approval. Such requests must be made in writing and shall include (1) reason for the modification; (2) proposed start/finish dates; and (3) progress report on the status of the existing mitigation efforts.

COMPLETION DATE	ACTIVITY
APRIL 15, 2001	SUBMITTAL OF FUNDS TO PBCBCC FOR UNIT 11 MITIGATION
MAY 1, 2001	SUBMITTAL OF RECORDED CONSERVATION EASEMENT
MAY 1, 2001	CLOSING FOR DONATION OF LAND TO PALM BEACH COUNTY (FFNA)
MAY 15, 2001	SUBMITTAL OF PROOF OF PAYMENT TO PBCBCC FOR UNIT 11 MITIGATION
MAY 30, 2001	DELIVERY OF EXECUTED PERFORMANCE BOND (FINANCIAL ASSURANCE)
JUNE 1, 2001	SUBMITTAL OF EXECUTED WARRANTY DEED FOR DONATION OF LAND (FFNA)
JUNE 1, 2001	PROOF OF PAYMENT OF MANAGEMENT FUNDS FOR DONATION OF LAND (FFNA)
JUNE 30, 2001	BASELINE MONITORING REPORT
SEPTEMBER 1, 2001	EXCAVATION AND GRADING MITIGATION AREA
SEPTEMBER 30, 2001	TIME ZERO MONITORING REPORT
OCTOBER 1, 2001	PLANTING MITIGATION AREA
OCTOBER 1, 2001	INSTALLATION OF PERMANENT MARKERS AND SIGNS
SEPTEMBER 30, 2002	FIRST MONITORING REPORT
SEPTEMBER 30, 2003	SECOND MONITORING REPORT
SEPTEMBER 30, 2004	THIRD MONITORING REPORT
SEPTEMBER 30, 2005	FOURTH MONITORING REPORT
SEPTEMBER 30, 2006	FIFTH MONITORING REPORT

18. PRIOR TO COMMENCEMENT OF CONSTRUCTION OF WETLAND MITIGATION, THE SFWMD SHALL BE NOTIFIED BY THE PERMITTEE OR AUTHORIZED AGENT (VIA THE SUPPLIED MITIGATION COMMENCEMENT NOTICE) OF THE ACTUAL OR ANTICIPATED MITIGATION CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE/DURATION.
19. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
20. IF THE PROJECT DESIGN IS CHANGED AS A RESULT OF OTHER AGENCY REQUIREMENTS, AN ENVIRONMENTAL RESOURCE PERMIT MODIFICATION MAY BE REQUIRED. THE PERMITTEE SHALL

NOTIFY SFWMD STAFF OF DESIGN CHANGES REQUIRED BY OTHER AGENCIES FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.

21. TOLL G.P., AS GENERAL PARTNER OF BINKS ESTATES LIMITED PARTNERSHIP, SHALL BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE FIVE-YEAR MONITORING PROGRAM FOR ALL ONSITE WETLANDS (5.91 ACRES OF WETLANDS IN GOLF COURSE AND 2.72 ACRES OF WETLANDS IN CONJUNCTION WITH SCRUB HABITAT), UPLAND BUFFERS AND THE 12.24 ACRES OF SCRUB HABITAT WHICH IS CREDITED AS UPLAND COMPENSATION MITIGATION. THE FRENCHMAN'S RESERVE MASTER ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL ONSITE WETLANDS (5.91 ACRES OF WETLANDS IN GOLF COURSE AND 2.72 ACRES OF WETLANDS IN CONJUNCTION WITH SCRUB HABITAT), UPLAND BUFFERS AND THE 12.24 ACRES OF SCRUB HABITAT.
22. NO LATER THAN MAY 1, 2001, AND PRIOR TO CONSTRUCTION WHICH INVOLVES WETLAND IMPACTS, THE PERMITTEE SHALL SUBMIT A RECORDED COPY OF THE CONSERVATION EASEMENT FOR THE ONSITE MITIGATION AREAS TO THE POST PERMIT COMPLIANCE STAFF IN THE DISTRICT'S ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION. THE RECORDED EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH EXHIBIT NO. 6. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.  
  
THE EASEMENT SHALL BE FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. IN THE EVENT IT IS LATER DETERMINED THAT THERE ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS.
23. A MONITORING AND MAINTENANCE PROGRAM SHALL BE IMPLEMENTED FOR THE ONSITE MITIGATION AREAS IN ACCORDANCE WITH EXHIBIT NOS. 10 AND 12 FOR A PERIOD OF FIVE (5) YEARS. MONITORING SHALL BE CONDUCTED ON A SEMI-ANNUAL BASIS TO MAINTAIN AT LEAST 80% SURVIVORSHIP OF ALL MITIGATION PLANTINGS AND TO ENSURE THAT THE APPROVED MITIGATION ACTIVITIES PROVIDE THEIR INTENDED FUNCTIONS. ANNUAL MONITORING REPORTS SHALL BE SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING STATIONS SHALL INCLUDE THE VEGETATION TRANSECTS, PHOTO STATIONS AND STAFF GAUGES SHOWN ON EXHIBIT NO. 12.
24. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 10 FOR THE PRESERVED/RESTORED WETLAND AREAS, UPLAND PRESERVATION AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 5% OF TOTAL COVER.
25. AS CO-PERMITTEE, PALM BEACH COUNTY'S RESPONSIBILITIES UNDER THIS PERMIT SHALL BE LIMITED TO THE PERPETUAL MAINTENANCE OF THE OFFSITE MITIGATION AREA IN FRENCHMAN'S FOREST NATURAL AREA TOTALING 7.35 ACRES, THE 7.35 ACRES WILL BE MANAGED IN ACCORDANCE WITH THE APPROVED MANAGEMENT PLAN INCLUDED AS EXHIBIT 8. PRIOR TO PALM BEACH COUNTY ASSUMING PERPETUAL MAINTENANCE RESPONSIBILITIES FOR THE OFFSITE AREA FROM THE PERMITTEE (TOLL FLORIDA G.P., AS GENERAL PARTNER TO BINKS ESTATES LIMITED), THE PERMITTEE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:  
  
-BY MAY 1, 2001, THE PERMITTEE SHALL DEED THE 7.35 ACRES OF UPLANDS WITHIN FRENCHMAN'S FOREST NATURAL AREA IN FEE SIMPLE TO PALM BEACH COUNTY. THE PERMITTEE SHALL SUBMIT TO THE DISTRICT EVIDENCE OF THE TRANSFER OF OWNERSHIP TO THE COUNTY WITHIN THIRTY (30) DAYS OF COMPLETION OF PROPERTY TRANSFER AND PRIOR TO CONSTRUCTION WHICH INVOLVES WETLAND IMPACTS.  
  
-BY MAY 1, 2001, THE PERMITTEE SHALL DEPOSIT SUFFICIENT FUNDS IN THE PALM BEACH COUNTY STEWARDSHIP ENDOWMENT FUND TO COVER THE COST OF THE PERPETUAL MAINTENANCE OF THE 7.35 ACRE OFFSITE AREA. THE MONETARY AMOUNT NECESSARY TO COVER THE PERPETUAL

MAINTENANCE COSTS HAS BEEN DETERMINED BY PALM BEACH COUNTY TO BE \$30,000. THEREFORE, THE PERMITTEE SHALL CONTRIBUTE \$30,000 MADE PAYABLE TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE PERPETUAL MAINTENANCE OF A TOTAL OF 7.35 ACRES. THE PERMITTEE SHALL PROVIDE EVIDENCE THAT THIS REQUIREMENT HAS BEEN MET BY SUBMITTING A COPY OF THE RECEIPT FROM THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT AS DOCUMENTATION TO THE DISTRICT'S POST PERMIT COMPLIANCE STAFF WITHIN THIRTY (30) DAYS OF PAYMENT AND PRIOR TO CONSTRUCTION WHICH INVOLVES WETLAND IMPACTS.

26. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
27. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF THE 7.35 ACRES OF UPLANDS WITHIN FRENCHMAN'S FOREST NATURAL AREA MAY REQUIRE A ENVIRONMENTAL RESOURCE PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PALM BEACH COUNTY INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
28. THE PERMITTEES SHALL ADHERE TO ALL WETLAND MITIGATION CONSTRUCTION DETAILS AND METHODOLOGY INDICATED ON THE ENCLOSED PERMIT EXHIBITS. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE PRIOR AUTHORIZATION FROM THE DISTRICT. CONSTRUCTION DETAILS AND METHODOLOGY SHALL ALSO INCLUDE THE FOLLOWING:
  - SILT FENCES AND TURBIDITY CURTAINS WILL BE UTILIZED DURING ALL CONSTRUCTION ACTIVITIES TO PROTECT ADJACENT WETLANDS AND WATER RESOURCES FROM SILT AND SEDIMENT DEPOSITION DURING THE CONSTRUCTION OF THE PROJECT. SILT FENCING WILL BE INSTALLED AT THE LIMITS OF CONSTRUCTION LANDWARD OF THE UPLAND/WETLAND PRESERVE (SEE EXHIBITS 3C AND 3F). TURBIDITY BARRIERS WILL BE INSTALLED IN THE CABANA COLONY CANAL DURING THE CONSTRUCTION OF THE OUTFALL STRUCTURES. SILT FENCES AND TURBIDITY BARRIERS WILL BE INSTALLED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND THE INSTALLATION WILL BE INSPECTED BY THE DISTRICT'S ENVIRONMENTAL COMPLIANCE STAFF. ALL SILT FENCING AND TURBIDITY BARRIERS WILL REMAIN IN PLACE AND BE MAINTAINED IN GOOD FUNCTIONAL CONDITION UNTIL ALL ADJACENT CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND ALL FILL SLOPES HAVE BEEN STABILIZED. UPON COMPLETION OF THE PROJECT AND THE STABILIZATION OF THE FILL, THE PERMITTEE WILL CONTACT THE DISTRICT'S ENVIRONMENTAL COMPLIANCE STAFF TO INSPECT THE SITE AND APPROVE THE REMOVAL OF THE SILT FENCING.
  - ALL EXCAVATED SPOIL AND FILL MATERIAL SHALL BE PLACED ON A SELF-CONTAINED UPLAND SITE AND SHALL BE REMOVED TO AN APPROPRIATE UPLAND DISPOSAL AREA. NO MATERIAL SHALL BE STOCKPILED WITHIN ANY WETLAND AREA.
  - AN INSPECTION BY DISTRICT POST PERMIT COMPLIANCE STAFF SHALL BE REQUIRED FOLLOWING COMPLETION OF ONSITE MITIGATION AREA REGRADING ACTIVITIES AND PRIOR TO COMMENCEMENT OF MITIGATION PLANTINGS TO ENSURE THAT APPROPRIATE ELEVATIONS AND SLOPES HAVE BEEN ACHIEVED.
29. AS EVIDENCE OF FINANCIAL RESPONSIBILITY TO COVER THE ESTIMATED COSTS OF ONSITE MITIGATION CONSTRUCTION, MONITORING AND MAINTENANCE, A DRAFT PERFORMANCE BOND WHICH NAMES THE DISTRICT AS SOLE BENEFICIARY HAS BEEN PROVIDED IN THE AMOUNT OF \$154,000.00, WHICH CONSTITUTES 110% OF THE ESTIMATED COSTS OF COMPLETING THE ONSITE MITIGATION EFFORTS. NO LATER THAN MAY 30, 2001, AND PRIOR TO CONSTRUCTION WHICH INVOLVES WETLAND IMPACTS, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT POST PERMIT COMPLIANCE STAFF AN EXECUTED ORIGINAL PERFORMANCE BOND IN SUBSTANTIAL CONFORMANCE

WITH EXHIBIT NO. 5.

30. THE PERMITTEE SHALL REMIT TO PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT WITHIN THIRTY (30) DAYS OF ISSUANCE OF THIS PERMIT, A CHECK FOR ACQUISITION, ENHANCEMENT AND LONG TERM MANAGEMENT OF 63.66 ACRES OF WETLANDS LOCATED IN UNIT 11, PALM BEACH COUNTY. THE CHECK SHALL BE IN THE AMOUNT OF \$853,362.30 AND SHALL BE MADE PAYABLE TO THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS.
31. THE PERMITTEE SHALL SUBMIT TO THE DISTRICT'S POST PERMIT COMPLIANCE STAFF IN THE ENVIRONMENTAL RESOURCE COMPLIANCE DEPARTMENT WITHIN SIXTY (60) DAYS OF PAYMENT, VERIFICATION OF PAYMENT ACCEPTANCE BY PALM BEACH COUNTY FOR THE ACQUISITION, ENHANCEMENT AND LONG TERM MANAGEMENT OF 63.66 ACRES OF FRESHWATER WETLANDS LOCATED IN UNIT 11, PALM BEACH COUNTY. THE MITIGATION PAYMENT AND SUBMITTAL TO THE DISTRICT OF RECEIPT OF THE MITIGATION PAYMENT SHALL BE MADE PRIOR TO COMMENCEMENT OF WETLAND IMPACTS AT THE PROJECT SITE.
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. PRIOR TO COMMENCING CONSTRUCTION, THE PERMITTEE SHALL SUBMIT COPIES OF THE RECORDED PROPERTY OWNERS ASSOCIATION DOCUMENTS.
34. PRIOR TO COMMENCING CONSTRUCTION, THE PERMITTEE SHALL SUBMIT COPIES OF ABANDONMENT OF THE HOOD ROAD EASEMENT.
35. PRIOR TO COMMENCING CONSTRUCTION, THE PERMITTEE SHALL SUBMIT COPIES OF THE RECORDED DRAINAGE EASEMENT, FROM PALM BEACH COUNTY, AUTHORIZING THE PERMITTEE TO DISCHARGE TO FRENCHMAN'S FOREST NATURAL PRESERVE.
36. PRIOR TO COMMENCING CONSTRUCTION OF THE GOLF COURSE MAINTENANCE AREA BRIDGE OVER THE PALM BEACH CABANA COLONY CANAL, THE PERMITTEE SHALL SUBMIT DETAILED CONSTRUCTION PLANS, AND EVIDENCE OF ACCEPTANCE FROM PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS.

## 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 THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT 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 "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
- THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS 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 - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 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.

## ENVIRONMENTAL RESOURCE PERMIT

## CHAPTER 40E-4 (10/95)

## 40E-4.321 Duration of Permits

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

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

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

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

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

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

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

1. the Governing Board takes action on an application for extension of an individual permit, or
  2. staff takes action on an application for extension of a standard general permit.
- (b) Installation of the project outfall structure shall not constitute a vesting of the permit.
- (3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

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

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

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

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE PERMIT NO. 50-04795-W

( NON - ASSIGNABLE )

FORM #0299  
Rev. 5/93

Date Issued: JUNE 14, 2001

Expiration Date: SEE LIMITING CONDITION NO. 1

Authorizing: THE USE OF GROUNDWATER FROM THE SURFICIAL AQUIFER SYSTEM AND SURFACE WATER FROM ON-SITE LAKE(S) FOR GOLF COURSE IRRIGATION AND LANDSCAPE IRRIGATION USE WITH AN ANNUAL ALLOCATION OF 193.04 MILLION GALLONS.

Located In: Palm Beach County, S31/T41S/R43E

Issued To: TOLL BROTHERS INC  
(FRENCHMAN'S RESERVE)  
7495 WEST ATLANTIC AVENUE, SUITE 220  
DELRAY BEACH, FL 33446

This Permit is issued pursuant to Application No. 000315-18, dated March 8, 2000, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 4 OF 4 (24 LIMITING CONDITIONS).

Filed with the Clerk of the South Florida Water Management District

South Florida Water Management District, by its Governing Board

On 19-June-2001  
By Jennifer Krumlauf  
Deputy Clerk

By [Signature]  
Assistant Secretary

## LIMITING CONDITIONS

- 1 . This permit shall expire on December 15, 2001, or the date the District shall specify in rules adopted to implement the regional water supply plan, whichever date establishes a shorter permit duration.
- 2 . Application for a permit modification may be made at any time.
- 3 . Water use classification:
  - Golf course Irrigation
  - Landscape Irrigation
- 4 . Source classification:
  - Ground Water from:
    - Surficial Aquifer System
  - Surface Water from:
    - On-site Lake(s)
- 5 . Annual allocation shall not exceed 193 MG.  
  
Maximum monthly allocation shall not exceed 27.9 MG.  
  
The following limitations to maximum monthly withdrawals from specific sources are stipulated:
  - Surficial Aquifer System: 27.00 MG.
- 6 . In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
- 7 . Withdrawal Facilities:
  - Ground Water - Proposed:
    - 1 - 12" X 160' X 500 GPM Well Cased To 100 Feet
    - 1 - 8" X 160' X 100 GPM Well Cased To 100 Feet
    - 1 - 8" X 160' X 125 GPM Well Cased To 100 Feet
  - Surface Water - Proposed:
    - 2 - 4" x 10 HP X 275 GPM Turbine Pumps
    - 4 - 6" x 75 HP X 800 GPM Turbine Pumps
- 8 . Permittee shall mitigate any adverse impacts to existing legal uses as a consequence of withdrawals permitted herein. When adverse impacts occur, or is imminent, the District reserves the right to curtail withdrawal rates. Adverse impacts are:
  - A) reduction in well water levels that impairs the ability of an adjacent well, including a domestic well, lawn irrigation well, or public water supply well, to produce water by 10% or greater,
  - B) significant reduction in levels in an adjacent water body, such as a lake, pond, or a canal system, that impairs the ability to produce water by 10% or greater,
  - C) saline water intrusion or induced movement of pollutants into the water supply of an adjacent water use, resulting in a significant reduction in water quality, and

D) change in water quality caused by the permittee that results in significant impairment or loss of use of a well or water body.

- 9 . Permittee shall mitigate any adverse impact to existing off-site land use as a consequence of withdrawals permitted herein. If increased withdrawals cause an adverse impact on existing land use, the District reserves the right to curtail future withdrawal rates. Adverse impacts are:
  - A) significant reduction in water levels in an adjacent surface water body, including impoundments, to the extent that the designed function of the water body is impaired,
  - B) land collapse or subsidence caused by reduction in water levels; and
  - C) damage to crops and other types of vegetation.
10. If adverse impacts occur to natural resources as a result of the Permittee's water withdrawals, the Permittee shall mitigate for such impacts. When adverse impacts occur, or are imminent, District reserves the right to curtail withdrawal rates. Examples of adverse impacts are:
  - A) reduction in ground water levels that results in significant lateral movement of the fresh water/salt water interface,
  - B) reduction in water levels that adversely impact the hydroperiod of protected wetland environments,
  - C) significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
  - D) induced movement or induction of pollutants into the water supply resulting in a significant reduction in water quality, and
  - E) significant damage to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. Prior to withdrawing water as authorized by this Permit, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Section 4.1 of the Basis of Review for Water Use Permit Applications.
17. Every two years from the date of Permit issuance, the Permittee shall submit re-calibration data on each water pumping accounting facility, for those Permittees whose accounting method(s) require re-calibration.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration

shall be stated on each report.

Permittee shall also report the volume of reclaimed water received each month in the quarterly submittal.

19. Landscape and golf course Permittees must comply with all plan requirements and the implementation schedule contained in the plan submitted pursuant to section 2.3.1. of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District.
20. Landscape and golf course irrigation is prohibited between the hours of 10:00 A.M. and 4:00 P.M., except as follows:
  - a) Irrigation using micro-irrigation system is allowed anytime.
  - b) Users whose average annual allocation is made up of 75% or greater volume of reclaimed water for irrigation may irrigate at anytime.
  - c) Irrigation of, or in preparation for planting, new golf courses and recreational areas is allowed at any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment. Irrigation of newly seeded or sprigged golf course areas is allowed any time of day for one 60 day period.
  - d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, recommended by the manufacturer or constituting best management practices is allowed anytime within 24 hours of application.
  - e) Irrigation systems may be operated anytime for maintenance and repair purposes.
  - f) The use of water to protect golf course turf from heat and wind stress damage is allowed anytime.
21. Permittee shall implement the following wellfield operating plan:

Pursuant to the withdrawal rates simulated in the groundwater modeling, the allocation for each well shall be further restricted to the following quantities:

Well 1 (SW)	=	19.5 MGM
Well 2 (NW)	=	4.5 MGM
Well 3 (SE)	=	3.0 MGM
22. Within six months of permit issuance, the Permittee shall implement the saline intrusion monitoring program described in the District staff report prepared in support of recommendation for permit issuance.
23. If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water. Reclaimed water is considered available when an agreement has been executed between both parties, the transmission lines are constructed to the project site, and the necessary on-site modifications and authorizations are obtained.
24. The ratio of the number of gallons per day withdrawn from the recharge well(s) listed in Table A to the number of gallons per day withdrawn from the on-site pond pump(s) listed in Table B shall not exceed 1:1 on an average monthly basis.



## South Florida Water Management District Quarterly Pumpage Report

This report must be completed and submitted to the South Florida Water Management District as required by your Permit.

PLEASE COMPLETE ITEMS 1 THRU 9

1. Permit Number:	50-04795-W
2. Issued to:	Toll Brothers Inc
Address:	7495 West Atlantic Ave, Suite 220
City, State, Zip:	Delray Beach, FL 33446
Phone Number:	
3. Recording Period:	AS REQUIRED BY YOUR PERMIT
4. Report Due:	AS REQUIRED BY YOUR PERMIT

5.

### GALLONS USED

Month/Year	Ground Water	Surface Water	Reclaimed

6. Accounting Method

\_\_\_\_\_ Flow Meter \_\_\_\_\_ Time Clock \_\_\_\_\_ Fuel \_\_\_\_\_ Other \_\_\_\_\_

7. Date of Last Bi-annual Calibration \_\_\_\_\_  
(As Required by your Permit)

8. Name of Person Completing Form: (print or type) \_\_\_\_\_

9. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RETURN TO:

South Florida Water Management District  
ATTENTION: Water Supply Division/Water Use Permitting Dept.  
PO Box 24680  
West Palm Beach, FL 33416-4680



# DEPARTMENT OF THE ARMY PERMIT

Permittee: TOLL BROTHERS, INCORPORATED

Permit No. 199902529 (IP-TA)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** To place 11,035 cubic yards of fill material over 7.6 acres of waters of the United States and excavate 73,915 cubic yards of material from 1.87 acres of waters of the United States. The project is as shown and described on the attached plans numbered 199902529 (IP-TA) in 6 sheets, dated 18 May 2001.

**Project Location:** The project is located in waters of the United States on the east side of Alternate A1A in Sections 31 and 32, Township 41 South, Range 43 East, Palm Beach County, Florida.

**Geographic Position:** Latitude 26°49'00 North  
Longitude 80°04'00" West

## Permit Conditions:

### General Conditions:

1. The time limit for completing the work authorized ends on 18 May 2006. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good

PERMIT NUMBER: 199902529(IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
PAGE 2 of 9

faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. Fill material shall be limited to suitable, clean fill material which excludes such materials as trash, debris, car bodies, asphalt, construction materials, concrete block with exposed reinforced bars, vegetation, and any soils contaminated with any toxic substance (see Section 307 of the Clean Water Act).

2. Reduction and/or elimination of turbid water conditions in adjacent waters bodies and wetlands are to be achieved through the use of silt curtains or screens in the construction area during periods of fill placement. The curtains shall be installed before the start of the proposed work, and will remain

PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
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in place until the end of construction and turbidity has completely settled.

3. Within 60 days of the issuance of the permit, the purchase shall contribute funding to Palm Beach County for the purchase, enhancement, and long-term management of 63.66 acres within Unit 11. Proof of the payment shall be submitted to the Regulatory Division, Jacksonville District, Enforcement Branch, Attention: Ivette McGraw, Post Office Box 4970, Jacksonville, Florida 32232-0019.

4. Within one year from the date of issuance of the permit, the permittee shall complete all onsite mitigation as authorized in the attached drawings, sheets 4 through 7. The mitigation shall consist of the enhancement of 8.39 acres of onsite wetlands. The onsite mitigation areas shall be maintained at 0% coverage of exotic plant species and less than 5% coverage of nuisance species in perpetuity.

5. The permittee shall submit a mitigation monitoring report to the U.S. Army Corps of Engineers, Jacksonville District, Regulatory Division, Enforcement Branch annually for a period of 3 years. Each monitoring report shall include the following information: a narrative providing a professional biological opinion of mitigation areas, a plan view describing the vegetative community, a list of species and their percent cover for each community, a description of whether the planting or enhancement has met the success criteria, the percent cover of native wetland and exotic plant species, a description of any unusual climatic or other factors and, panoramic photos from the same points as where the photos for the initial report were taken. In addition, each monitoring report, including the initial report, shall include a Wetland Rapid Assessment Procedure (WRAP) evaluation of each mitigation area to be conducted annually during the wet season. The initial WRAP data will be collected at a quadrant location considered representative of the polygon. Subsequent WRAP data will be collected at the same quadrant location.

6. The onsite mitigation areas shall be considered successful when all of the following criteria are met: the canopy of native wetland plant species reaches 80 percent cover (that is, the sum of the survivors of those planted plus those recruited); the number of individual plants per unit area (the sum of survivors of those planted plus those recruited) equals 80% of the number

PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
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of individuals planted; the vegetation, planted or existing, must show evidence of normal growth and reproduction; and the individual wetland polygons achieve WRAP scores as projected in the attached drawings.

7. If the mitigation areas have not reached the projected WRAP scores at the end of the three-year monitoring period, a monitoring report shall be submitted and include a plan of additional planting, excavation, monitoring, changes in control elevations, and/or other actions to achieve success. Once a mitigation area has reached success the long-term management plan will be implemented to ensure the continued persistence of desirable wetland and/or upland communities. Periodic inspections will be conducted to evaluate site conditions. Potential problems, such as re-colonization by exotics, will be noted and appropriate corrective actions undertaken. Follow up inspections will be made to evaluate the success of the corrective actions and determine what, if any, additional measures are required.

8. This permit acknowledges that the 8.39 acres of onsite mitigation as indicated on the attached drawings shall be preserved in perpetuity through a conservation easement. The permittee will prepare a draft of conservation easement, complete with legal description, and scale drawings, and furnish the same within 120 days of permit issuance to the Regulatory Division, Enforcement Branch, Attention: Ms. Ivette McGraw, Post Office Box 4970, Jacksonville, Florida 32232-0019, fax 904-232-1684, telephone 904-232-3526. The Corps will, thereafter, review and approve the deed as to form. A copy of the recorded document must be forwarded to the Enforcement Branch within 15 days from the date of recording. The permittee will ensure that the mitigation areas covered by the conservation easement will not be disturbed by any dredging, filling, land clearing, or any other construction work whatsoever. The permittee agrees that the only future utilization of the preservation areas will be as purely natural wetlands.

9. Within 120 days of the date of this permit, the permittee shall transfer the 7.35-acre Hood Road extension site to the Palm Beach County Environmental Resource Management (ERM) to be preserved in perpetuity. In addition, the permittee shall contribute \$30,000 to the ERM for enhancement and perpetual management. Proof of the transfer and contribution of funding

PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
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shall be submitted to the Jacksonville District, Enforcement Branch, within the 120-day time period.

10. Within 60 days of completion of the work authorized and mitigation, the attached Self-Certification Statement of Compliance must be completed and submitted to the U.S. Army Corps of Engineers. Mail the completed form to the Jacksonville District, Regulatory Division, Enforcement Branch, Post Office Box 4970, Jacksonville, Florida 32232-0019.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
PAGE 6 of 9

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations

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PERMIT NUMBER: 199902529(IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
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(such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
PAGE 8 of 9

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
(PERMITTEE) (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(DISTRICT ENGINEER) (DATE)  
JAMES G. MAY  
Colonel, U.S. Army

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
(TRANSFEEE-SIGNATURE) (DATE)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, AND ZIP CODE)



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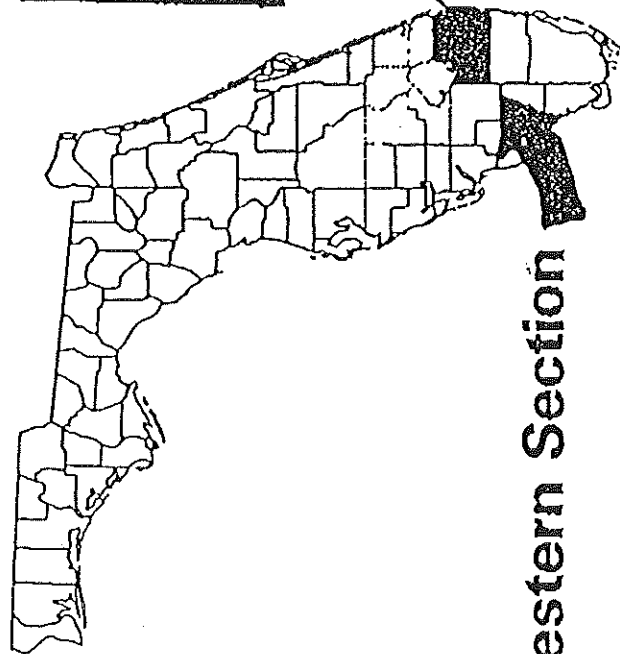
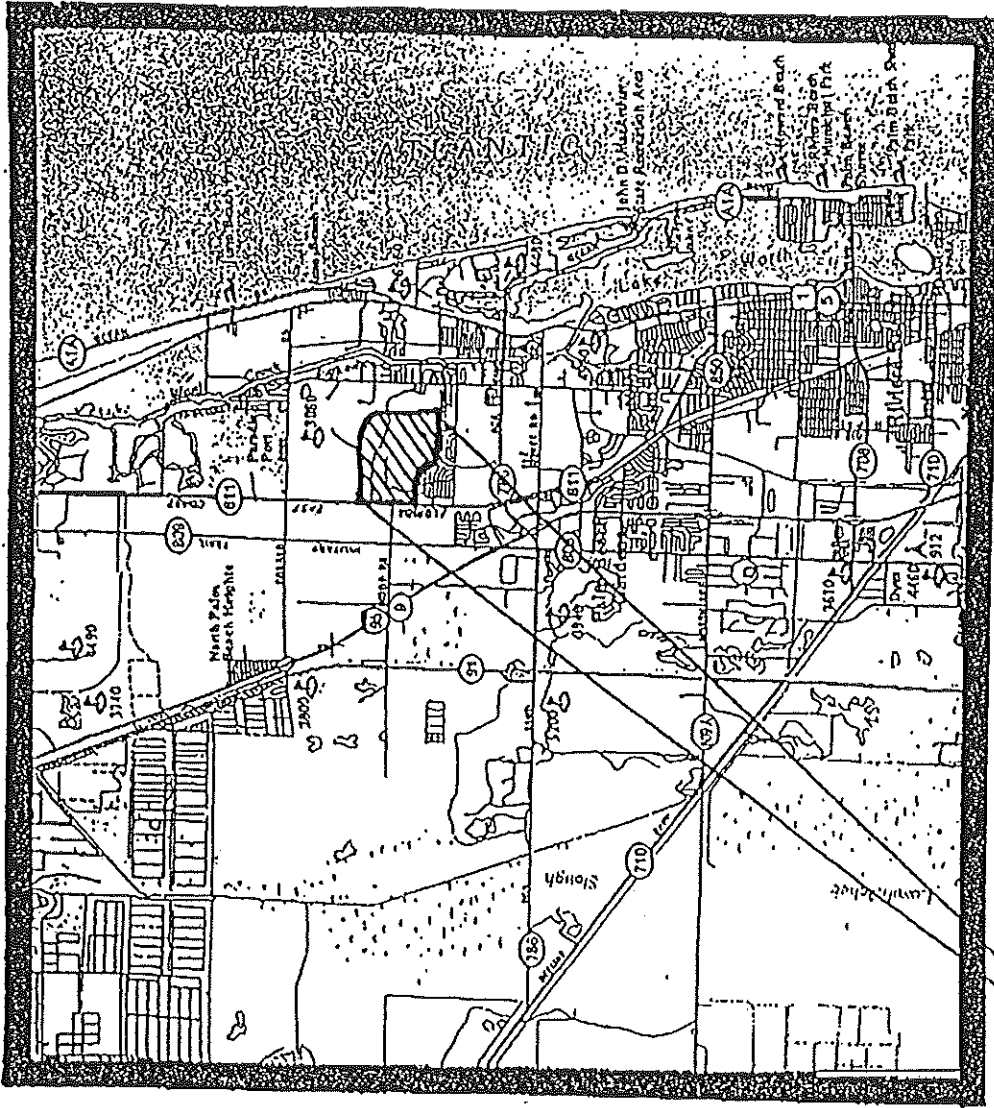
PERMIT NUMBER: 199902529 (IP-TA)  
PERMITTEE: TOLL BROTHERS, INCORPORATED  
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## DEPARTMENT OF THE ARMY PERMIT

Attachments to Department of the Army  
Permit Number 199902529 (IP-TA)

1. PERMIT AND MITIGATION DRAWINGS: 11 pages, dated  
18 May 2001
2. WATER QUALITY CERTIFICATION: In accordance with General  
Condition number 5 on page 2 of this DA permit, the State South  
Florida Water Management District Water Quality Certificate  
Specific conditions consist of 6 pages.

Corps # 199902529 (IP-TA)  
 Drawing 1 of 11  
 18 May 2001  
 S 31 and 32, T 41s, R 43e

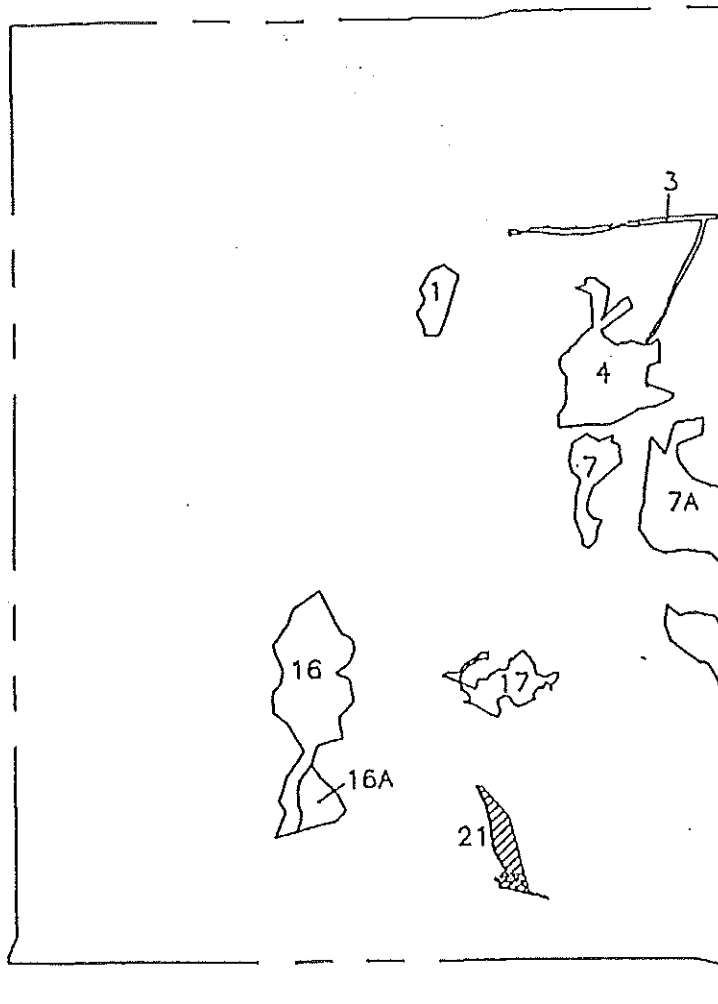


**Western Section**



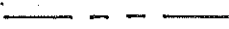
LOCATION MAP	
TOLL BROTHERS - PARCEL 29	
SCALE: N.T.S.	APPROVED BY: <i>fen</i>
DATE: 1/12/2000	DRAWN BY: KPC
FILE: 1748-P29M1	
OP # 1748.00	

**KCZR** (M) REGISTERED PROFESSIONAL ENGINEER



MATCH LINE SEE SHEET 2 OF 2

**LEGEND**



PARCEL BOUNDARY



ISOLATED WETLAND  
(NOT JURISDICTIONAL TO CORPS) (38.04 AC.)



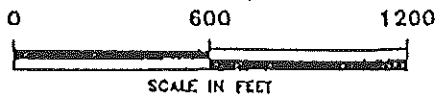
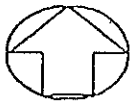
USACOE JURISDICTIONAL WETLANDS  
(ADJACENT OR CONTIGUOUS) (11.42 AC.)



WETLAND IMPACTS (9.47 AC.)

1

WETLAND NUMBER



**JURISDICTIONAL WETLAND IMPACTS**

**TOLL BROTHERS PARCEL 29**

SCALE: AS SHOWN

APPROVED BY:

DRAWN BY: SLO

DATE: 04/27/01

FILE: WET\_IMPACT



140 (HTRACON)  
JUPITER, FL

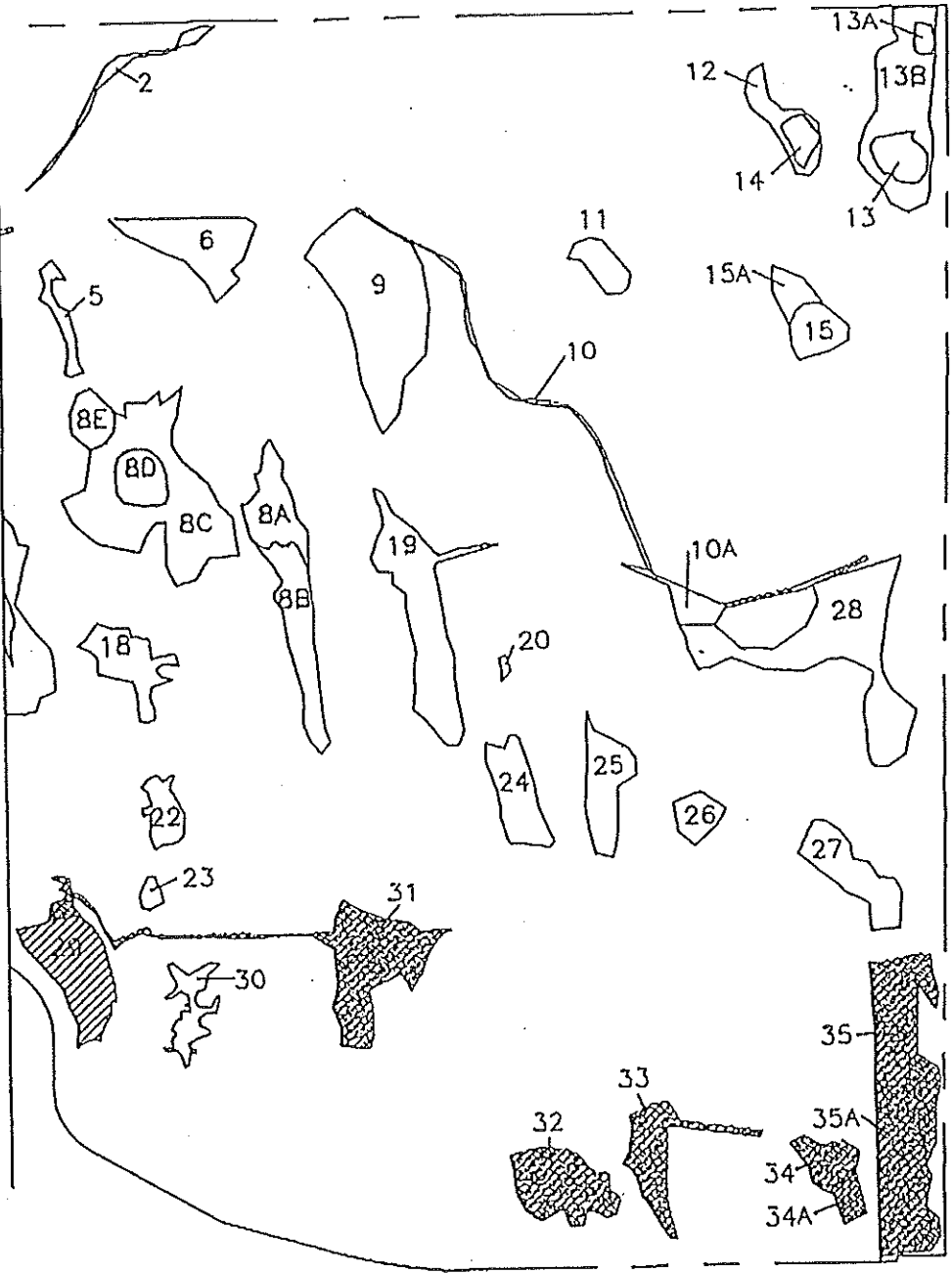
Corps # 199902529(IP-TA)

Drawing 2 of 11

18 May 2001

S 31 and 32, T 41s; R 43e

MATCH LINE SEE SHEET 1 OF 2



**JURISDICTIONAL WETLAND IMPACTS**

**TOLL BROTHERS PARCEL 29**

SCALE: AS SHOWN  
DATE: 04/27/01

APPROVED BY:

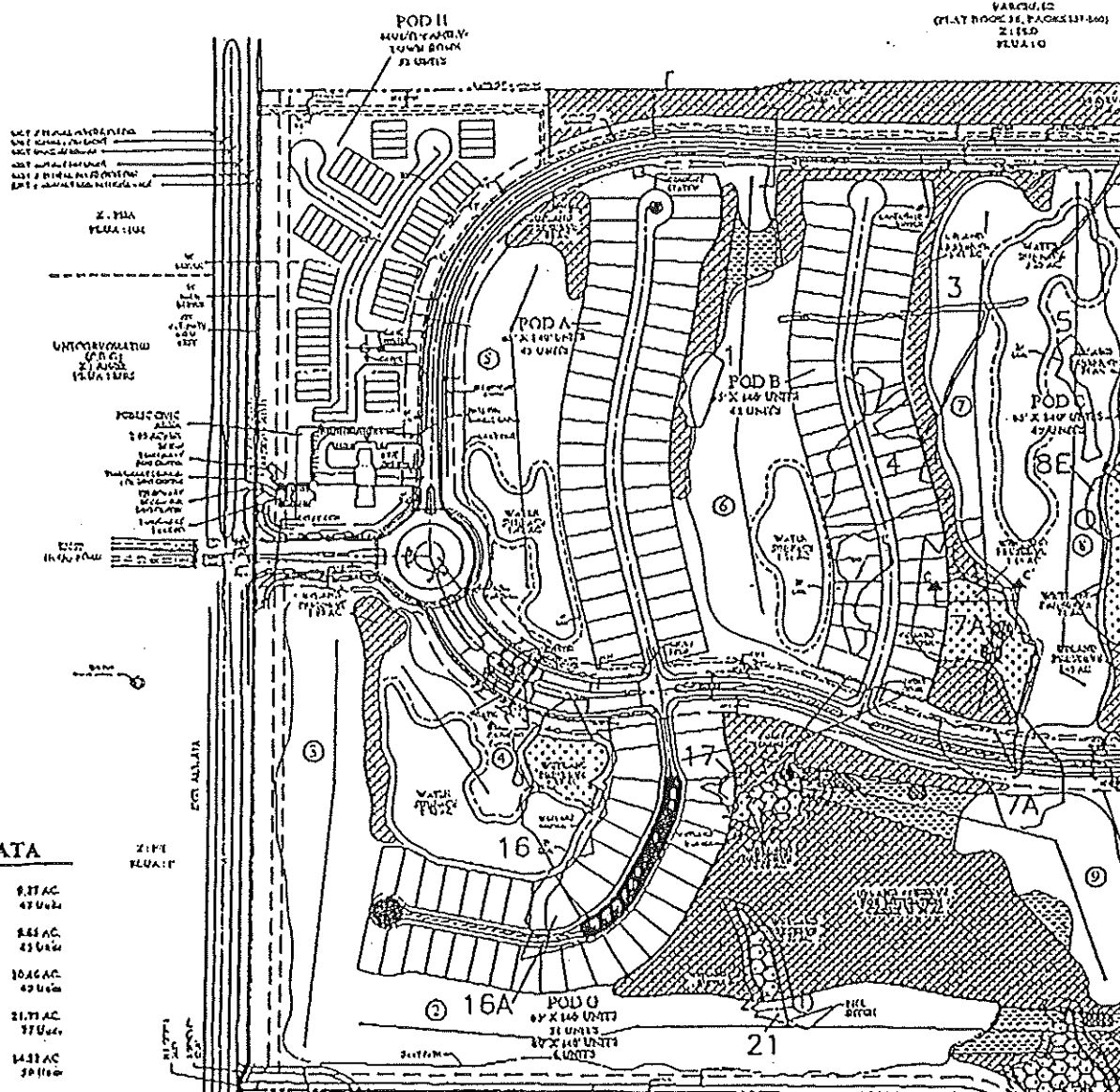
DRAWN BY: SLO  
FILE: WET\_IMPACT



140 INTRACOASTAL  
JUPITER, FLORIDA  
IC  
FA

Corps # 199902529(IP-TA)  
Drawing 3 of 11  
18 May 2001  
S 31 and 32, T 41s; R 43e

PARCEL 12  
(PLAT BOOK 16, PAGE 137-140)  
Z 115.0  
PLUA 10



**SITE DATA**

Pod A	Total Area	8.27 AC
Pod A	Total Units	47 Units
Pod B	Total Area	8.44 AC
Pod B	Total Units	43 Units
Pod C	Total Area	10.66 AC
Pod C	Total Units	49 Units
Pod D	Total Area	21.71 AC
Pod D	Total Units	37 Units
Pod E	Total Area	14.31 AC
Pod E	Total Units	30 Units
Pod F	Total Area	23.25 AC
Pod F	Total Units	41 Units
Pod G	Total Area	9.11 AC
Pod G	Total Units	37 Units
Pod H	Total Area	7.11 AC
Pod H	Total Units	23 Units

**SITE DATA**

EXISTING LAND USE	RI
EXISTING ZONING	COA
PROPOSED ZONING	PCD-10
TOTAL DWELLING UNITS	433 DU
TOTAL SITE AREA	424.54 AC
Total Pod Area	130.11 AC
Total Lot Area	164.29 AC
Total Island R.O.W.	31.71 AC
Total Civic Area (Proposed)	3.01 AC
Total Civic Area (Existing)	8.83 AC
Total Road R.O.W.	1.64 AC
Total Island R.O.W.	23.41 AC
Water Treatment Plant	112.67 AC
Water Storage Tank	12.34 AC
Water Distribution System	48.53 AC
Water Main	53.66 AC
Water Storage Tank	27.87 AC
Water Distribution System	8.09 AC
Water Main	3.04 AC
Water Storage Tank	8.71 AC
Water Distribution System	3.20 AC
Water Main	8.45 AC/27%
Open Space Required	114.59 AC/27%
Open Space Provided	11.31 AC
Restoration of Pasture	40.33 AC
Water Bedrock & Cuts	61.93 AC
Private Roads	

**NOTES:**

- Check all bridge conditions prior to use.
- Water center shall be temporarily located in public easement.
- Provide 10' MIN. 8.11 AC.

**NOTES:**

- Check all bridge conditions prior to use.
- Upload structure drawings to be reviewed from total 156.04 ac of water.
- Upload drawings within 10 days of project start.
- Additional upload to be provided to be reviewed of a 60' along golf course corridor.
- 400' x 100' island to be 23' in required upload process.
- Water to be provided through north of island and are required to be provided.
- All of water to be provided to the north of the island and are required to be provided.
- 100' x 100' island to be 23' in required upload process.
- 100' x 100' island to be 23' in required upload process.
- 100' x 100' island to be 23' in required upload process.
- 100' x 100' island to be 23' in required upload process.

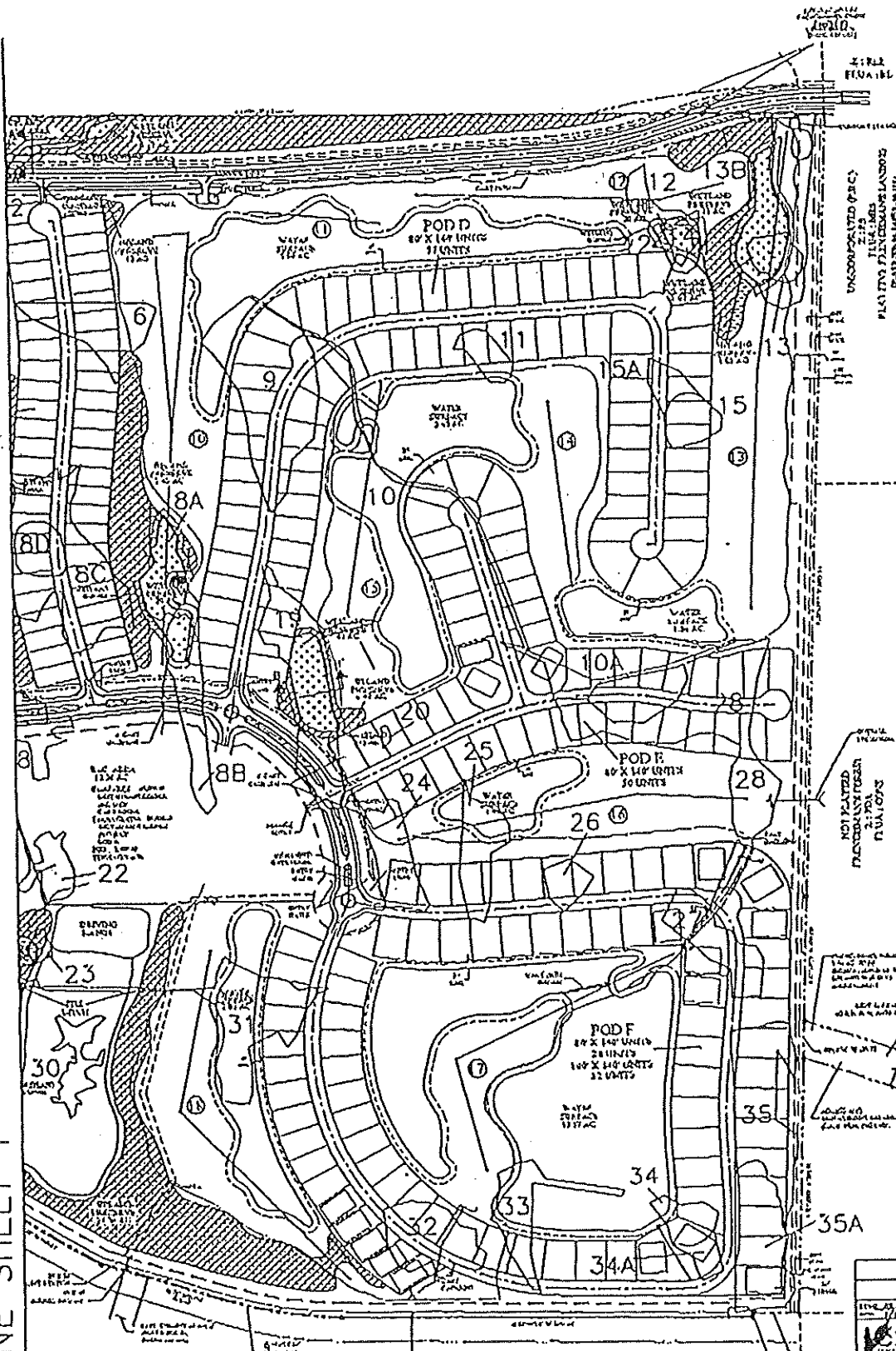
**LEGENDS & NOTES**

- DEDICATED WETLAND RESTORATION AREA
- INDICATES ISLAND RESTORATION AREA
- DEDICATED ISLAND RESTORATION RESTORATION AREA
- INDICATES ISLAND RESTORATION AREA
- DEDICATED WETLAND RESTORATION AREA
- WETLAND RESTORATION FOR RESTORATION PROJECT
- WETLAND RESTORATION FOR RESTORATION PROJECT
- WETLAND RESTORATION
- 18
- 19

TCHLINE SHEET 2

Corps # 199902529(IP-1A)  
 Drawing 4 of 11  
 18 May 2001  
 S 31 and 32, T 41s; R 43e

MATCHLINE SHEET 1



**FRENCHMAN'S PRESERVE**  
 PREPARED FOR TOLL BROTHERS, INC.  
 PALM BEACH GARDENS, FLORIDA

SITE PLAN

Original Project Center  
 1280 N. Congress Ave., Suite 210  
 West Palm Beach, FL 33407  
 561-435-0331

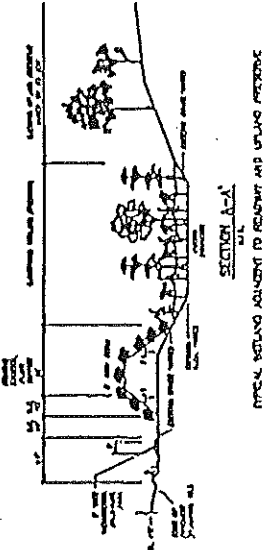
REVISION PLAN	
NO.	DESCRIPTION
1	ISSUED FOR PERMIT
2	AS SHOWN

COMMUNITY DEVELOPER  
 TOLL BROTHERS, INC.  
 LAND PLANNING  
 LAND DESIGN SOUTH  
 CIVIL COURSE ARCHITECT  
 PALMER COURSE DESIGN  
 LANDSCAPE ARCHITECT  
 KIRBY WEILAND DESIGN, INC.  
 URBAN DESIGN STUDIO

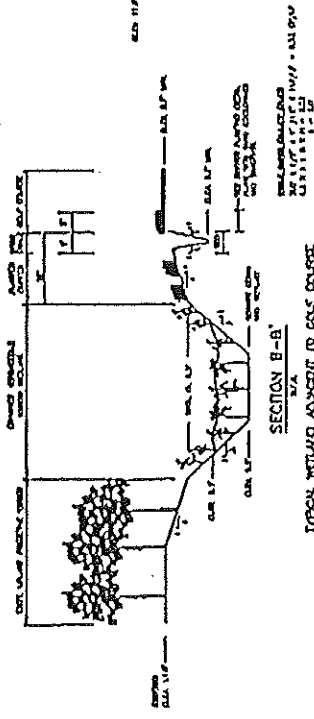
ENVIRONMENTAL  
 CZR, INC.  
 DATA CONSULTING  
 CIVIL ENGINEERING SURVEYING  
 THE WATKINS GROUP, INC.  
 TRAFFIC ENGINEERING  
 YVONNE ZIEL TRAFFIC CONSULTANTS  
 CLUBHOUSE ARCHITECT  
 PHOENIX & LEWIS



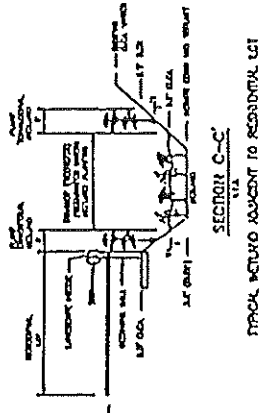
Corps # 199902529(IP-TA)  
 Drawing 5 of 11  
 18 May 2001  
 S 31 and 32, T 41s; R 43e



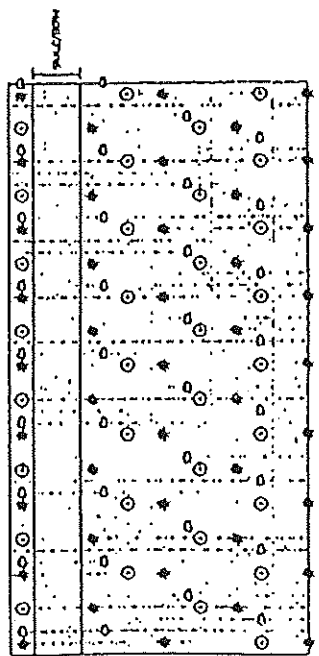
SECTION A-A'  
TYPICAL WETLAND ADJACENT TO RESIDENTIAL LOT



SECTION B-B'  
TYPICAL WETLAND ADJACENT TO GOLF COURSE

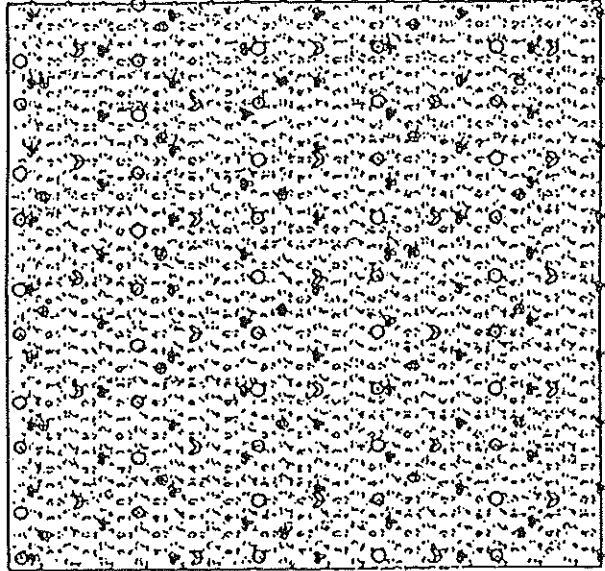


SECTION C-C'  
TYPICAL WETLAND ADJACENT TO RESIDENTIAL LOT



TYPICAL BUFFER PLANTING PLAN  
SCALE 1" = 5'

- COCCINIFERA
- TAMARIX SP.
- COPRUS

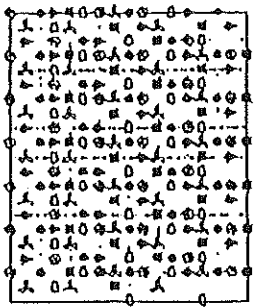


TYPICAL PLANTING PLAN - HYDRIC HARDWOOD WETLAND  
SCALE 1" = 5'

- BASS WOOD
- QUINCY WOOD
- BENT GRASS
- LAUREL OAK
- RED BAY
- TROPIC PINE
- WAX PALM

SOCKETING SCHEDULE

NO.	DATE	DESCRIPTION
1	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
2	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
3	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
4	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
5	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
6	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
7	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
8	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
9	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
10	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
11	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
12	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
13	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
14	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
15	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
16	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
17	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
18	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
19	11/14/01	INSTALL 100' x 100' BUFFER PLANTING
20	11/14/01	INSTALL 100' x 100' BUFFER PLANTING



TYPICAL PLANTING PLAN - FRESH WATER WASH  
SCALE 1" = 5'

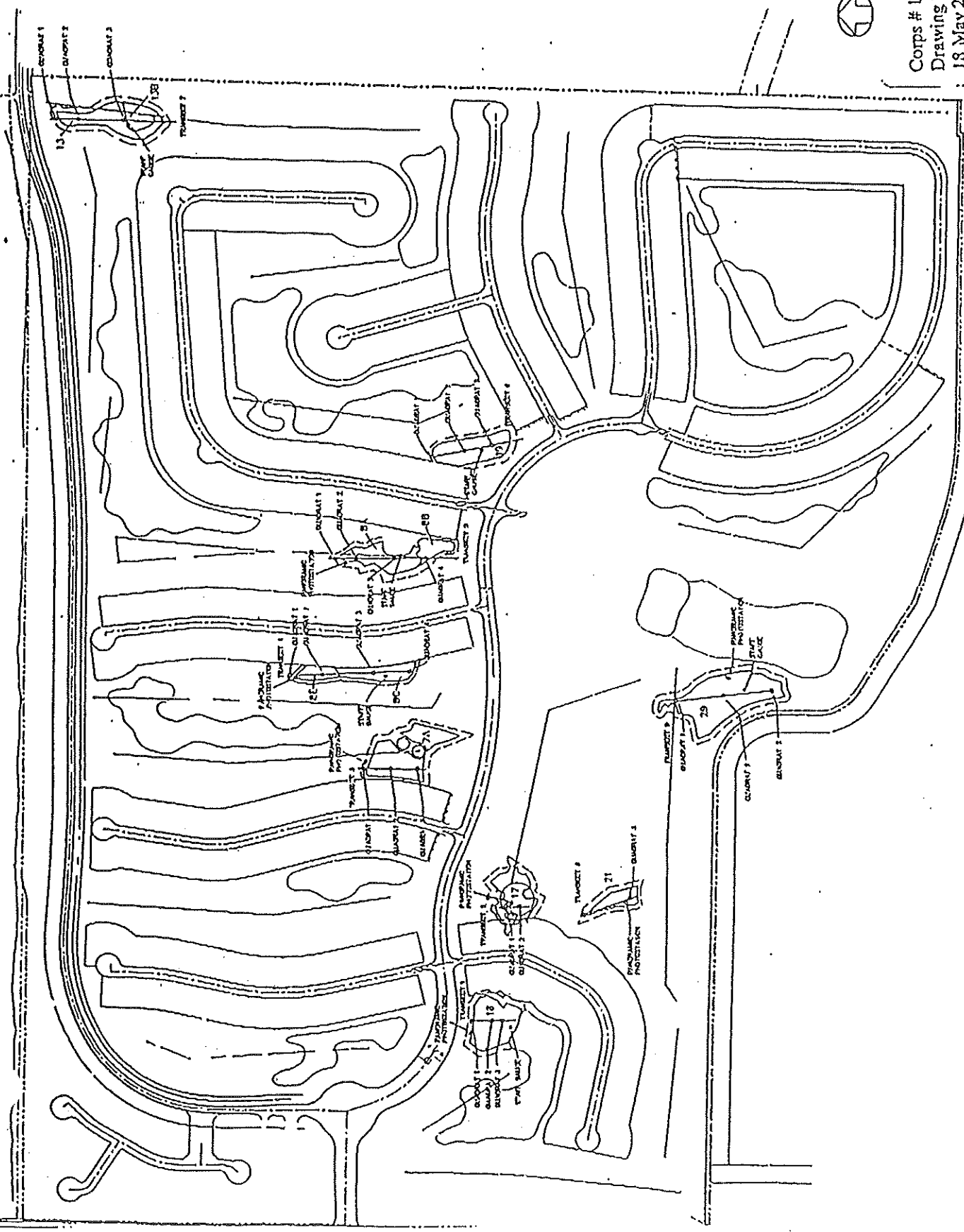
- COCCINIFERA
- TAMARIX SP.
- COPRUS

WETLAND MITIGATION TOLL SCHEDULES PARCEL 23

SECTION	DATE	PLANTING	PLANTING	PLANTING	PLANTING	PLANTING	PLANTING	PLANTING	PLANTING
1	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
2	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
3	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
4	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
5	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
6	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
7	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
8	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
9	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
10	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
11	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
12	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
13	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
14	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
15	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
16	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
17	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
18	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
19	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'
20	11/14/01	100'	100'	100'	100'	100'	100'	100'	100'

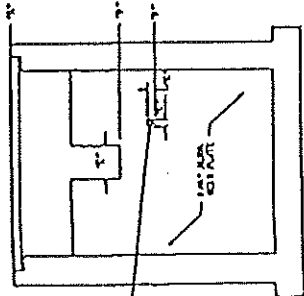
Corps # 199902529(P-TA)  
Drawing 6 of 11  
18 May 2001  
S 31 and 32, T 41s; R 4Je

Corps # 199902529(IP-TA)  
Drawing 7 of 11  
18 May 2001  
S 31 and 32, T 41s; R 43e



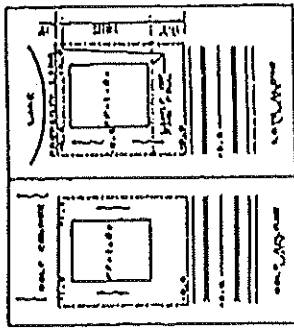


NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR PERMITS	10/27/01	JL	1
2	REVISED FOR COMMENTS	11/15/01	JL	2
3	REVISED FOR COMMENTS	11/15/01	JL	3
4	REVISED FOR COMMENTS	11/15/01	JL	4
5	REVISED FOR COMMENTS	11/15/01	JL	5
6	REVISED FOR COMMENTS	11/15/01	JL	6
7	REVISED FOR COMMENTS	11/15/01	JL	7

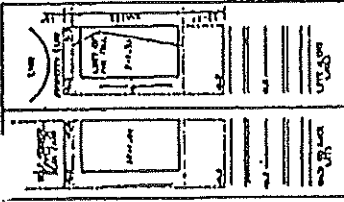


ROL STRUCTURE DETAIL

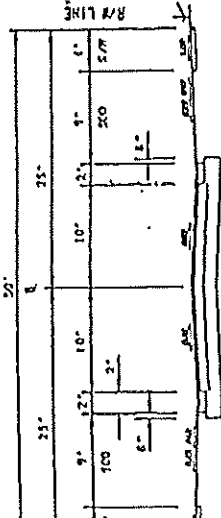
TYPICAL LOT GRADING STANDARDS HOMES



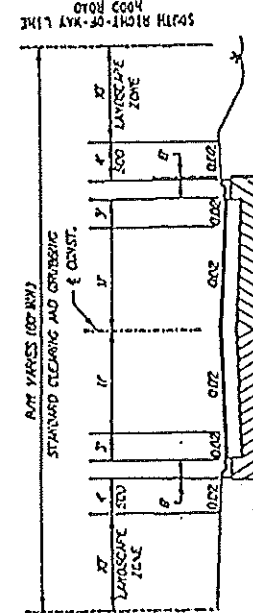
TYPICAL LOT GRADING ZERO LOTLINE HOMES



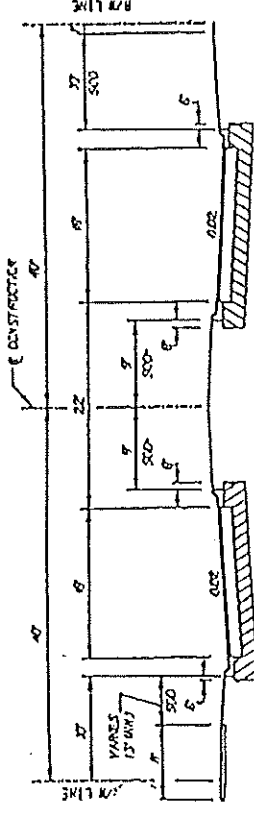
NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.



TYPICAL 50' R/W SECTION

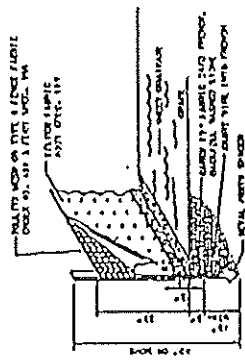


TYPICAL PERIMETER BERM SECTION



TYPICAL 80' R/W SECTION

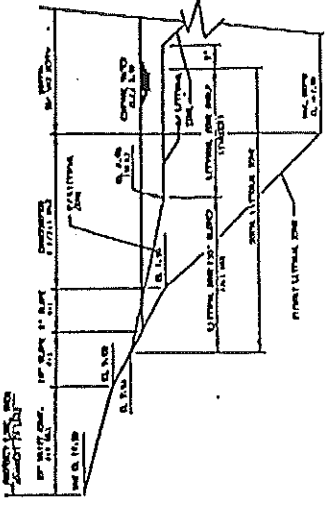
HOOD ROAD



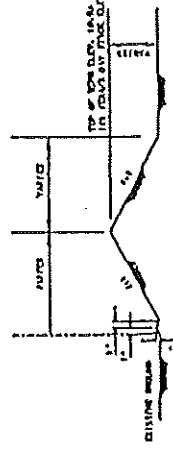
SILT FENCE DETAIL



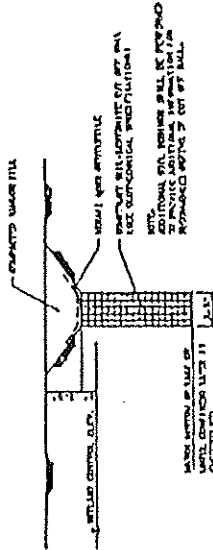
TYPICAL SECTIONS ADJACENT TO UPLAND/WETLAND BUFFER



TYPICAL LAKE SECTION - SUB BASINS 6-8



TYPICAL PERIMETER BERM SECTION

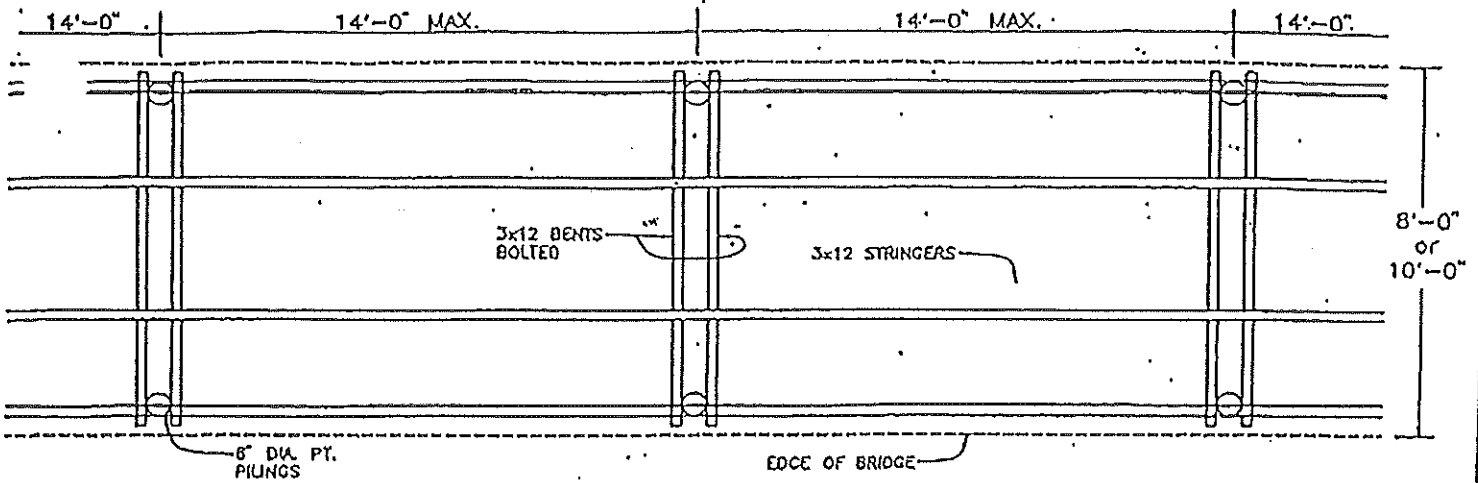


SEEPAGE BARRIER DETAIL

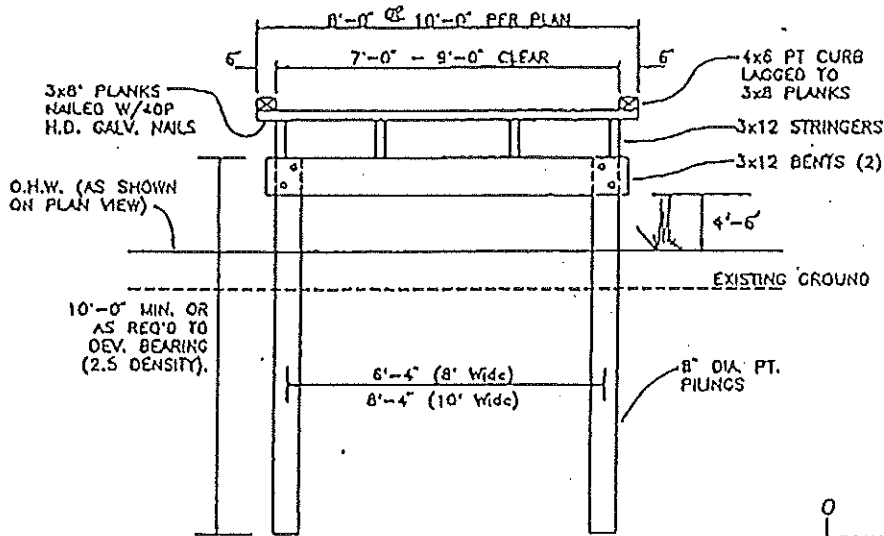
FRENCHMAN'S RESERVE

Corps # 199902529(IP-TA)  
Drawing 8 of 11  
18 May 2001  
S 31 and 32, T 41s; R 43e

NO.	DATE	DESCRIPTION
1	11/15/01	REVISED FOR COMMENTS
2	11/15/01	REVISED FOR COMMENTS
3	11/15/01	REVISED FOR COMMENTS
4	11/15/01	REVISED FOR COMMENTS
5	11/15/01	REVISED FOR COMMENTS
6	11/15/01	REVISED FOR COMMENTS
7	11/15/01	REVISED FOR COMMENTS



PLAN



ELEVATION



1 INCH = 5 FT.

CONSTRUCTION METHODOLOGY:

PILES TO BE DRIVEN BY HOLE PACK HAMMER MOUNTED ON A RUBBER-TIRED BACK HOE. 8' WIDE CART CROSSINGS: PLYWOOD SHEETING WILL BE PLACED ON WETLAND BOTTOM TO DISPERSE WEIGHT OF EQUIPMENT AND TO PREVENT EQUIPMENT OR MANPOWER FROM DISTURBING BOTTOM OF WETLAND AREA. SHEETING TO BE REMOVED AFTER PILES DRIVEN (APPROXIMATELY 15 MINUTES). 10' WIDE CART CROSSINGS: RUBBER-TIRED BACK HOE WILL OPERATE FROM EXISTING UPLAND OR PREVIOUSLY CONSTRUCTED CART DECK.

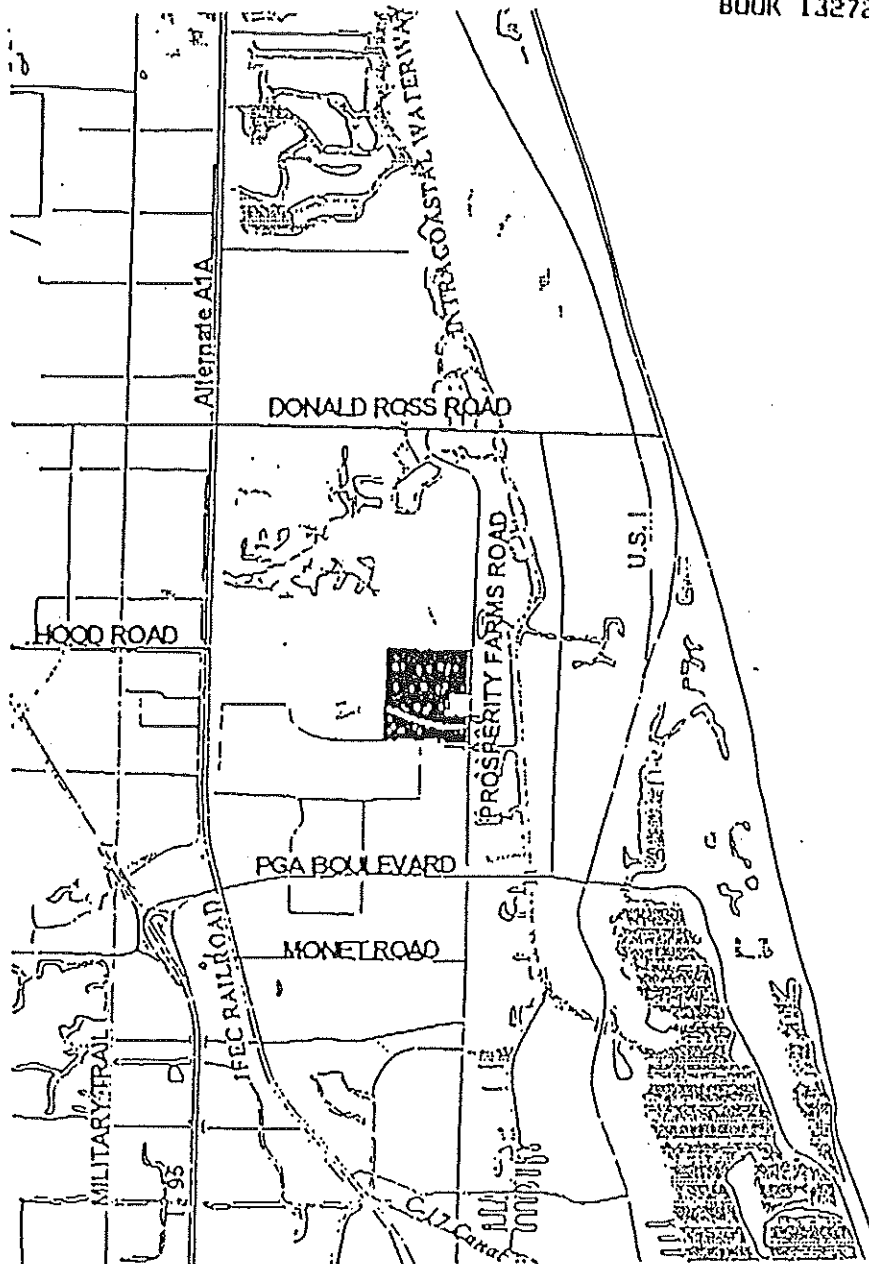
STRINGERS, DECKING, ETC. TO BE CONSTRUCTED BY CARPENTERS WITH ALL MATERIAL PLACED ON DECKING AS IT IS CONSTRUCTED. NO MATERIALS OR EQUIPMENT ARE TO BE PLACED IN WETLAND AREAS. PLYWOOD SHEETING TO BE USED IN AREAS WHEN LABOR STANDS AND MOVED AS CART PATH CONSTRUCTION PROCEEDS.

# GOLF CART CROSSINGS DETAIL




PLANT: Toll Brothers Inc.

SHEET

Corps # 199902529(MP-TA)  
 Drawing 9 of 11  
 18 May 2001  
 S 31 and 32, T 41s; R 43e



LEGEND

-  Frenchman's Forest Natural Area
-  Hood Road Right-of-Way Reservation
-  Open Water

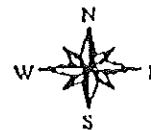
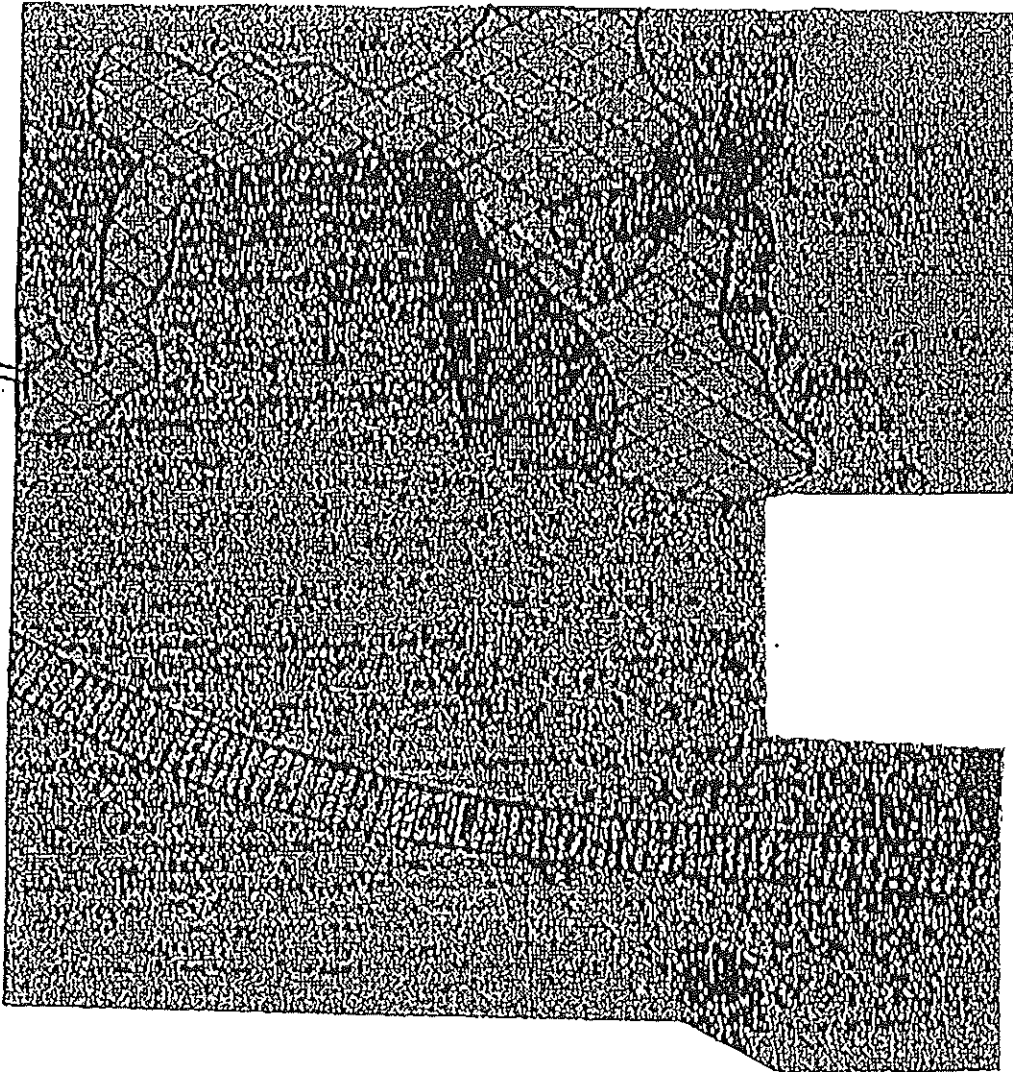
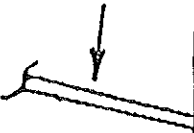


Figure 1 - Frenchman's Forest Natural Area Location Map

12-1

Corps # 199902529(IP-TA)  
 Drawing 10 of 11  
 18 May 2001  
 S 31 and 32, T 41s; R 43c

PROJECT  
SURFACE  
WATER OF  
PARCEL 29



LEGEND

- Depression Marsh
- Disturbed Hydric Hammock
- Disturbed Tidal Swamp
- Hydric Hammock
- Mesic Flatwoods
- Scrubby Flatwoods
- Strand Swamp
- Disturbed Tidal Marsh
- Wet Flatwoods

HOOD ROAD RIGHT-OF-WAY

WETLAND ENHANCEMENT -- 14 AC.



400 0 400 Feet

Figure 2 - Frenchman's Forest Natural Area Vegetation

12-2

Corps # 199902529(WP-TA)

Drawing 11 of 11

18 May 2001

S 31 and 32, T 41s; R 43e



140 INTRACOASTAL POINTS DRIVE  
SUITE 301  
JUPITER, FLORIDA 33477-3064  
TEL 561/747-7455  
FAX 561/747-7576

DATE: 8/30/2000

APPROVED BY:

## SPECIAL CONDITIONS

MINIMUM BUILDING FLOOR ELEVATION: BASIN: GOLF COURSE MAINT. - 11.62 FEET NGVD.  
BASIN: SITE - 11.69 FEET NGVD.

MINIMUM ROAD CROWN ELEVATION: BASIN: GOLF COURSE MAINT. - 10.11 FEET NGVD.  
BASIN: SITE - 9.40 FEET NGVD.

MINIMUM PARKING LOT ELEVATION: BASIN: GOLF COURSE MAINT. - 9.23 FEET NGVD.  
BASIN: SITE - 8.28 FEET NGVD.

## DISCHARGE FACILITIES:

BASIN: SITE, STRUCTURE NO. 1:

1-1.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.5' NGVD.  
80 LF OF 4' DIA. RCP CULVERT.

RECEIVING BODY : PALM BEACH CABANA COLONY CANAL

CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.

BASIN: SITE, STRUCTURE NO. 2:

1-1.5' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 7.5' NGVD.  
100 LF OF 4' DIA. RCP CULVERT.

RECEIVING BODY : PALM BEACH CABANA COLONY CANAL

CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.

BASIN: SITE, STRUCTURE NO. 3:

1-.83' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 6.5' NGVD.  
108 LF OF 2' DIA. RCP CULVERT.

RECEIVING BODY : FRENCHMAN'S FOREST NATURAL PRESERVE

CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.

BASIN: GOLF COURSE MAINT., STRUCTURE NO. 4:

1-.25' DIA. CIRCULAR ORIFICE WITH INVERT AT ELEV. 6.5' NGVD.  
150 LF OF 2' DIA. RCP CULVERT.

RECEIVING BODY : PALM BEACH CABANA COLONY CANAL

CONTROL ELEV : 6.5 FEET NGVD. /6.5 FEET NGVD DRY SEASON.

1. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
2. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
3. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT

# U.S. ARMY CORPS OF ENGINEERS SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: \_\_\_\_\_

Permittee's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Location/Address of the Work: \_\_\_\_\_  
\_\_\_\_\_

Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

Description of the Work (i.e. bank stabilization, residential/commercial filling, docks, dredging):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dimensions of structure and total square feet to or over Waters of the United States:  
\_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*  
I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION**

If you have questions regarding this decision and/or the appeal process you may contact:

If you only have questions regarding the appeal process you may also contact:

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL**

Applicant:	File Number:	Date:
Attached is:		See Section below
INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
PROFFERED PERMIT (Standard Permit or Letter of permission)		B
PERMIT DENIAL		C
APPROVED JURISDICTIONAL DETERMINATION		D
PRELIMINARY JURISDICTIONAL DETERMINATION		E

**SECTION I:** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at [http://usaace.army.mil/mer/functions/cw/ccoww/pe/pe\\_of\\_corps\\_regulations\\_at\\_33\\_CFR\\_Part\\_331](http://usaace.army.mil/mer/functions/cw/ccoww/pe/pe_of_corps_regulations_at_33_CFR_Part_331)

**A: INITIAL PROFFERED PERMIT:** You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

**B: PROFFERED PERMIT:** You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**C: PERMIT DENIAL:** You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**D: APPROVED JURISDICTIONAL DETERMINATION:** You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

**E: PRELIMINARY JURISDICTIONAL DETERMINATION:** You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.





CFN 20140026704  
 OR BK 26575 PG 0068  
 RECORDED 01/23/2014 14:56:28  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0068 - 70; (3pgs)

Prepared by and return to:  
 Larry B. Alexander, Esq.  
 Jones, Foster, Johnston & Stubbs, P.A.  
 P.O. Box 3475  
 West Palm Beach, FL 33402-3475

WC#85

**CERTIFICATE OF AMENDMENT  
 TO THE BY-LAWS OF  
 FRENCHMAN'S RESERVE  
 MASTER PROPERTY OWNERS ASSOCIATION, INC.**

I, the undersigned Secretary of Frenchman's Reserve Master Property Owners Association, Inc., a Florida not for profit corporation, do hereby certify that the First Amendment to By-Laws of Frenchman's Reserve Master Property Owners Association, Inc., attached hereto and made a part hereof by reference, was duly adopted by the Board of Directors of Frenchman's Reserve Master Property Owners Association, Inc., at a duly-called meeting on December 11, 2013, at which there was a quorum.

Dated this 13<sup>th</sup> day of January, 2014.

Witnesses: Laura Tuzi  
 LAURA TUZI  
 Print Witness Name:

FRENCHMAN'S RESERVE MASTER  
 PROPERTY OWNERS ASSOCIATION, INC.

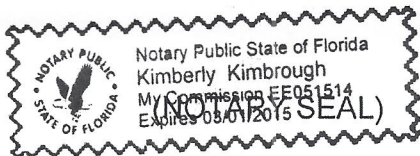
Karen Gitter  
 KAREN GITTER  
 Print Witness Name:

By Bobby Wunderlich  
 Bobby Wunderlich, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

Before me personally appeared Bobby Wunderlich, the Secretary of Frenchman's Reserve Property Owners Association, Inc., who produced \_\_\_\_\_ as identification ~~or who is personally known to me~~ and who acknowledged to me that he executed such instrument as Secretary of Frenchman's Reserve Property Owners Association, Inc., with due and regular corporate authority, this 13 day of January, 2014.



Kimberly Kimbrough  
 Notary Public  
 My Commission Expires: 3/1/2015

**FIRST AMENDMENT TO BY-LAWS OF  
FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC.  
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

Pursuant to the provisions of Section 12.3 of the By-Laws of Frenchman's Reserve Master Property Owners Association, Inc., the Board of Directors of Frenchman's Reserve Master Property Owners Association, Inc., adopts the following amendment to its By-Laws.

- A. The first sentence of Section 4.1 of the By-Laws is deleted and replaced as follows:

Commencing with the 2014 annual meeting of the Association, and thereafter, the affairs of the Association shall be managed by a Board of nine (9) persons.

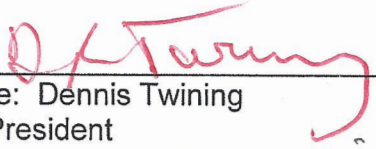
- B. Section 4.2 of the By-Laws is deleted and replaced as follows:

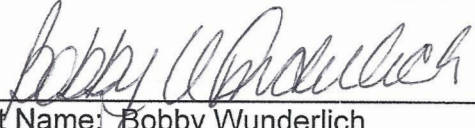
4.2 Term of Office. The election of Directors shall take place at the 2014 Annual Members Meeting. Commencing with the 2014 annual meeting, and each annual meeting thereafter, the terms of the Directors shall be staggered so that the five (5) candidates receiving the first, second, third, fourth and fifth most votes will serve for a term of two (2) years and the four (4) candidates receiving the sixth, seventh, eighth and ninth most votes will serve for a term of one (1) year. At each annual meeting thereafter, each Director elected at such meeting shall be elected for a term of two (2) years.

- C. The foregoing Amendment was approved by at least two-thirds of the Board of Directors of the Corporation and seventy-five percent of the votes present (in person or by proxy) at a duly called meeting of the Members on December 11, 2013 at which there was a quorum, in accordance with Section 12.3 of the By-Laws, it being acknowledged, that the Amendment occurred after the Turnover Date (as defined in the By-Laws).

IN WITNESS WHEREOF the undersigned, constituting the President and the Secretary of the Corporation have executed this First Amendment to the By-Laws this 13<sup>th</sup> day of January, 2014.

**FRENCHMAN'S RESERVE MASTER  
PROPERTY OWNERS ASSOCIATION, INC.**

By:   
Print Name: Dennis Twining  
Its: Vice President

By:   
Print Name: Bobby Wunderlich  
Its: Secretary



Prepared by and return to:  
 Larry B. Alexander, Esq.  
 Jones, Foster, Johnston & Stubbs, P.A.  
 P.O. Box 3475  
 West Palm Beach, FL 33402-3475

CFN 20140026703  
 OR BK 26575 PG 0065  
 RECORDED 01/23/2014 14:56:28  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 0065 - 67; (3pgs)

WC#85



I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 22, 2014, to Articles of Incorporation for FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H14000016625. 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 N01000001036.

Authentication Code: 914A00001527-012314-N01000001036-1/1

Given under my hand and the  
 Great Seal of the State of Florida,  
 at Tallahassee, the Capital, this the  
 Twenty-third day of January, 2014



*Ken Detzner*  
 Ken Detzner  
 Secretary of State

**SECOND AMENDMENT TO ARTICLES OF INCORPORATION  
FOR FRENCHMAN'S RESERVE MASTER PROPERTY OWNERS ASSOCIATION,  
INC. (A FLORIDA NOT-FOR-PROFIT CORPORATION)**

Pursuant to the provisions of Section 617.1006, Florida Statutes, Frenchman's Reserve Master Property Owners Association, Inc. adopts the following amendment to its Articles of Incorporation.

- A. The Articles of Incorporation of the Corporation for Frenchman's Reserve Master Property Owners Association, Inc. filed with the Florida Secretary of State on February 13, 2001, as amended by Articles of Amendment to Articles of Incorporation filed March 13, 2001 (the "Articles") are hereby amended as follows:

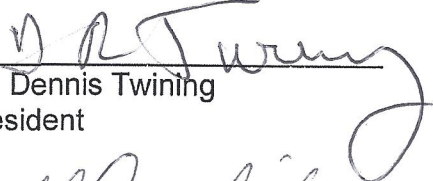
Section 9 of the Articles is amended by deleting the first five sentences thereof and replacing them as follows:

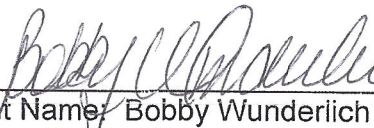
Commencing with the 2014 annual meeting of the Association, and thereafter, the affairs of the Association shall be managed by a Board of nine (9) Members. Board Members shall be elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Commencing with the 2014 annual meeting, and each annual meeting thereafter, the terms of the Directors shall be staggered so that the five (5) candidates receiving the first, second, third, fourth and fifth most votes will serve for a term of two (2) years and the four (4) candidates receiving the sixth, seventh, eighth and ninth most votes will serve for a term of one (1) year. At each annual meeting thereafter, each Director elected at such meeting shall be elected for a term of two (2) years.

- B. The date of the adoption of the foregoing Amendment was December 11, 2013.
- C. The foregoing Amendment was approved by at least two-thirds of the Board of Directors of the Corporation and seventy-five percent of the votes present (in person or by proxy) at a duly called meeting of the Members at which there was a quorum, in accordance with Section 12.3 of the Articles, it being acknowledged, that the Amendment occurred after the Turnover Date (as defined in the Articles).

IN WITNESS WHEREOF the undersigned, constituting the President and the Secretary of the Corporation have executed this Second Amendment to the Articles this 13 day of January, 2014.

**FRENCHMAN'S RESERVE MASTER  
PROPERTY OWNERS ASSOCIATION, INC.**

By:   
Print Name: Dennis Twining  
Its: Vice President

By:   
Print Name: Bobby Wunderlich  
Its: Secretary