

Prepared by: *Return to:*
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1401 University Drive
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**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARKLAND MAGIC PLAT**

This Declaration of Restrictions and Protective Covenants ("Declaration") made this 8th day of July, 2002, by PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership (DECLARANT);

WITNESSETH

WHEREAS, DECLARANT, the record owner of the real property hereinafter described, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values of the OWNERS therein;

NOW THEREFORE, DECLARANT hereby declares that the following described real property situate, lying and being in the City of Parkland, Broward County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth, to wit:

All Of PARKLAND MAGIC, according to the Plat thereof, recorded at Plat Book 171, page 17, of the Public Records of Broward County, Florida.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meaning:

1. "SUBDIVISION" shall mean and refer to the real property hereinabove described.
2. "DECLARANT" shall mean and refer to PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership, presently having its principal place of business in Coconut Creek, Florida, its successors or assigns of any or all of its rights under this Declaration.
3. "ASSOCIATION" shall mean and refer to The Parkland Magic Plat Maintenance Association, Inc., a Florida non-profit corporation, presently having its principal place of business in

Coconut Creek, Florida, its successors, or assigns of any or all of its rights under this Declaration.

4. "LOT" shall mean and refer to a numbered lot within the SUBDIVISION.
5. "OWNER" shall mean and refer to every person or persons, or entity or entities, who are the record owners of a fee interest in any LOT or portion thereof, their heirs, legal representatives, successors or assigns.
6. "HOUSE" shall mean and refer to a single-family detached dwelling house.

ARTICLE II

GENERAL RESTRICTIONS

1. USE RESTRICTIONS. LOTS may be used for HOUSES and appurtenant uses and for no other purposes. No business, buildings may be erected in the SUBDIVISION and no business may be conducted on any part thereof, nor shall any HOUSE or any portion thereof be used or maintained as a professional office. Notwithstanding the provisions of this paragraph, the DECLARANT may utilize one or more LOTS for a sales office or model homes or model home parking for so long as the DECLARANT, its successors or assigns shall own any LOT, and DECLARANT shall have the right to designate other persons or entities to likewise so utilize LOTS for a sales office or model homes or model home parking so long as said persons or entities own any LOT. The standards set forth on Exhibit A, "Site Development and Architectural Control Standards" shall control all development.
2. BUILDING SETBACK AREAS AND HEIGHT. No HOUSE shall be erected or constructed on any LOT except in accordance with the Parkland City Code.
3. MINIMUM HOUSE SIZE. The minimum square foot area for a HOUSE on any LOT shall be five thousand (5,000) square feet. The method of determining square foot area of a HOUSE shall be to multiply the outside horizontal dimensions of the HOUSE at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.
4. PLANS, SPECIFICATIONS AND LOCATIONS OF STRUCTURES.
 - A. Prior to commencement of any construction, reconstruction, or modification of HOUSES or any other improvements or structures or placement of any structure, including, without limitation, additions, exterior alterations, pools, outdoor recreational courts, fences, walls, patios, terraces, barbeque pits or accessory buildings (as hereinafter set forth) on any LOT, OWNER shall submit to DECLARANT for approval the plans, specifications, exterior materials and colors, location and sealed

plot plan thereof, together with a tree survey and a landscape plan, all of which shall be in sufficient detail for DECLARANT to determine the basic character, general exterior appearance, exterior materials and colors, and general site organization for the proposed construction on the LOT. No exterior colors on any HOUSE or structure shall be permitted that, in the sole judgment of DECLARANT would be inharmonious, discordant or incongruous for the SUBDIVISION. Any future exterior color changes desired by OWNER must be first approved by DECLARANT.

- B. The final plans and specifications, plot plan and landscaping plans shall be submitted to DECLARANT for approval prior to commencement of any construction, and must be in conformance with applicable zoning codes, ordinances, and this Declaration. All electric, telephone, gas or other utility connections must be installed underground.
- C. Pitched roofs shall have a minimum pitch of 4:12 and shall be constructed of flat or barrel cement or clay tile, split cedar shakes, slate or copper, all as defined by common usage in Broward County, Florida. In the event that some new, attractive material for roofing surfaces is discovered or invented, DECLARANT may, in its sole discretion, approve the use of such new materials. No roof color shall be changed by the application of paint or any other coating without approval of DECLARANT, which approval may be withheld.
- D. Flat roofs may be utilized only if approved by DECLARANT, and provided that the flat roof area does not comprise over forty percent (40%) of the total roof area. Such flat roofs may be permitted over porches, Florida rooms and utility rooms located to the rear of the HOUSE. Notwithstanding the above, a mansard roof or a flat roof located elsewhere than to the rear of the HOUSE may be permissible if approved by the DECLARANT.
- E. All utility and storage rooms (except utility or storage rooms accessible only from the interior of the HOUSE) are to be located to the rear of the HOUSE.
- F. The sealed plot plan shall indicate adequate provision for landscaping, including the planting of trees and shrubs on the LOT. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of DECLARANT. The required landscaping shall be installed at the time of completion of the HOUSE, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. All areas of the LOT not covered by an approved HOUSE, structures or paved parking facilities, shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets or to the waterline of abutting lakes or canals, if any. A rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas shall be installed and adequately maintained by each OWNER. No tree which is more than four inches in diameter may be removed without approval of

DECLARANT. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of a landscape plan. No gravel parking areas are to be allowed except as approved by DECLARANT.

- G. No structure of any kind of what is commonly known as "factory built," "modular," or "mobile home" type construction shall be constructed, erected or placed on any LOT except for such "factory built" accessory buildings as may be approved by DECLARANT pursuant to paragraph 10 hereof. Above ground swimming pools are prohibited.
 - H. DECLARANT shall have the right and power to select a uniform style mailbox for use in the SUBDIVISION, and upon such selection OWNER shall only use the uniform mailbox selected by DECLARANT.
 - I. Each HOUSE in the SUBDIVISION shall have one (1) pole-mounted light fixture of a uniform style and/or brand approved by DECLARANT, which shall be installed in the front yard of each HOUSE. Said fixture shall be connected to the individual HOUSE electric system and shall have a photoelectric cell or other approved device which will automatically illuminate the light between dusk and dawn. The OWNER of each LOT shall energize the light.
 - J. DECLARANT'S approval or disapproval of plans and specifications, location and plot plan may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of DECLARANT. DECLARANT'S approval of plans and specifications shall never be deemed a representation as to the technical sufficiency of the plans and specifications. OWNER shall have full responsibility for the sufficiency of design and structure, and for conformity with the requirements of all regulatory agencies.
 - K. Failure to submit plans and specifications or failure to acquire the approval of DECLARANT as required herein, shall be deemed a material breach of this Declaration. DECLARANT shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith, or a prohibitory injunction to prevent any unapproved structure from being built.
 - L. DECLARANT shall have the right to assign the rights reserved unto DECLARANT herein to ASSOCIATION at any time, but in no event later than the date by which DECLARANT has divested itself from all property rights in the SUBDIVISION as above described.
5. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five feet (5'), except for fencing constructed in conjunction with outdoor recreational courts

as may be approved by DECLARANT or ASSOCIATION, and no hedge or shrubbery abutting the lot lines shall be permitted with a height of more than six feet (6') without approval by DECLARANT or ASSOCIATION. No wall or fence shall be constructed on any LOT until its height, length, type, design, composition, material, color, and location shall have been approved by DECLARANT or ASSOCIATION. The height of any wall, fence, hedge, or shrubbery shall be measured from the existing LOT elevations. Any dispute as to height, length, type, design, composition, material, or color shall be resolved by DECLARANT or ASSOCIATION, whose decision shall be final. No wood fencing material, except for split-rail or other horizontal rail fencing as may be approved by DECLARANT or ASSOCIATION, shall be permitted. Shielding of approved walls and fences with landscaping may be required.

6. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts and antenna towers shall be permitted. No satellite dishes (other than satellite dishes less than 20 inches in diameter), flagpoles (for display of the American flag only) or electronic devices, shall be permitted unless the design and location on the LOT are first approved by DECLARANT or ASSOCIATION, which approval shall require appropriate landscaping and/or other screening, except in the case of a flagpole. The decision of what constitutes adequate landscaping and/or screening shall be made by DECLARANT or ASSOCIATION, whose decision shall be final. Only one (1) flagpole per LOT shall be permitted. An approved flagpole shall not be used as an antenna. None of the above mentioned facilities shall exceed a height of twenty feet (20') above ground level, or the height of the HOUSE, whichever is less.
7. OUTDOOR RECREATIONAL COURTS. No outdoor recreational courts including, but not limited to, tennis, basketball, volleyball and badminton courts, shall be permitted unless the plans, lighting plans, specifications and location on the LOT are first approved by DECLARANT or ASSOCIATION.
 - A. Approved tennis courts shall be constructed within the building setback area, as set forth in paragraph 2 hereof.
 - B. Adequate and appropriate landscaping shall be required for any approved outdoor recreational court. The decision of what constitutes adequate and appropriate landscaping shall be made by DECLARANT or ASSOCIATION, whose decision shall be final.
 - C. Outdoor recreational courts shall not be illuminated during the hours of 10:00 p.m. to 8:00 a.m. each day, nor shall play occur during these hours. The maximum height of lighting fixtures which are used to illuminate approved outdoor recreational courts shall be eighteen feet (18').
8. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted on any LOT except for recreational outbuildings

(such as gazebos, cabanas, and the like) as may be approved by DECLARANT or ASSOCIATION. No approved recreational outbuilding shall be used for storage, parking, or agricultural purposes, or as a permanent or temporary domicile or residence. DECLARANT or ASSOCIATION may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance, and temporary location on a LOT must be first approved by DECLARANT or ASSOCIATION.

9. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONS, SOLAR COLLECTORS.

- A. All garbage and trash containers, oil tanks, bottled gas tanks, irrigation system pumps, and swimming pool equipment, pumps and housings, must be underground or placed in fenced, landscaped or walled-in areas so that they shall not be visible from any street or adjacent LOTS. Adequate landscaping or shielding shall be installed and maintained by OWNER as required by DECLARANT or ASSOCIATION.
- B. All air-conditioning units shall be shielded and hidden by walls and/or landscaping so that they shall not be visible from any street or adjacent LOT. Wall and window air-conditioning units are prohibited.
- C. Solar collectors shall only be permitted at locations on LOTS or on structures thereon as are approved by DECLARANT or ASSOCIATION. Shielding of approved solar collectors may be required. The decision of what constitutes adequate shielding shall be made by DECLARANT or ASSOCIATION whose decision shall be final.

10. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless it is shielded and hidden (or located) so that it is not visible from any street or adjacent LOT.

11. SIGNS. No signs, either permanent or temporary in nature, shall be erected or displayed on any LOT or on any HOUSE, structure, vehicle or window (or be visible through any window on the LOT from any location off the LOT), unless the placement, character, form, color, size, and time of placement of such signs are first approved by DECLARANT or ASSOCIATION. No freestanding signs shall be permitted unless approved by DECLARANT or ASSOCIATION. Said signs must also conform with local regulatory codes and ordinances.

12. MAINTENANCE OF LOTS.

- A. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any LOT, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any LOT. All lawns shall be neatly edged and all landscaping shall be maintained in good, neat, and living condition at all times. Failure by OWNER to maintain the landscaping as required herein and/or to keep the LOT free of weeds, underbrush, dead

or dying trees and landscape materials, unsightly growths, refuse, trash, junk or other unsightly objects, and upon fifteen (15) days after notice to commence the corrections as required by DECLARANT or ASSOCIATION, shall be cause for DECLARANT or ASSOCIATION to enter the PROPERTY to maintain such landscaping and/or to remove said objectionable materials and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT or ASSOCIATION shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT or ASSOCIATION for payment.

- B. OWNER shall maintain the LOT and the HOUSE, structures, improvements and appurtenances thereon in a good, safe, neat, finished, painted and attractive condition at all times to the satisfaction of DECLARANT or ASSOCIATION. No rust stains or discoloration shall be permitted upon the exterior surfaces of any HOUSE or structure. Failure by OWNER to maintain as required herein, and upon fifteen (15) days after notice to commence the corrections or improvements as required by DECLARANT or ASSOCIATION, shall be cause for DECLARANT or ASSOCIATION to enter upon the LOT, and such entry shall not be deemed a trespass, to make such corrections or improvements as may be necessary to conform with the maintenance requirements herein. Any costs incurred by DECLARANT or ASSOCIATION shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT or ASSOCIATION for payment.
- C. Upon failure of OWNER to make payments within the time periods set forth in this paragraph, DECLARANT or ASSOCIATION is hereby empowered to file a Claim of Lien against the LOT in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

13. TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, AND TRAILERS.

- A. No truck or commercial vehicle of any kind shall be permitted to be parked in the SUBDIVISION for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of HOUSE or other improvements on a LOT. No truck or commercial vehicle shall be parked overnight or stored in or near the SUBDIVISION unless fully enclosed within a garage.
- B. No recreational vehicle of any kind shall be parked overnight, and no boats, boat trailers, or trailers of any kind, or campers, motor homes, mobile homes or buses shall be permitted to park in the SUBDIVISION at any time unless kept fully enclosed within a garage.

- C. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.
14. NO OIL AND MINING OPERATIONS. No oil or gas drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any of the LOTS, nor shall oil or gas wells, tanks, tunnels, mining excavations or shafts be permitted upon any LOT. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any LOT.
15. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the SUBDIVISION which can be construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this paragraph shall be decided by DECLARANT or ASSOCIATION, whose decision shall be final.
16. FILLING IN. No LOT shall be increased in size by filling in the lake or canal bank, if any, on which it abuts, and the slope of the lake or canal bank, if any, shall be maintained by OWNER.
17. MAINTENANCE ASSESSMENTS.
- A. In order to maintain the values and standards of the SUBDIVISION and the surrounding area, and in order to supplement public facilities and services, if any, to be furnished by DECLARANT and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation, DECLARANT hereby declares the LOTS are subject to an annual assessment commencing with the year 2003. Said annual assessment, if any, as determined by ASSOCIATION, shall be a charge on the LOT and shall be a continuing lien upon the LOT, and shall be due and payable annually on the first day of January each year in advance to ASSOCIATION.
- B. Said annual assessment, if any, may be adjusted from year to year by ASSOCIATION as the needs of the SUBDIVISION and the surrounding area may, in the judgment of ASSOCIATION, require, and shall be apportioned among the LOTS in the SUBDIVISION in proportion to the total land area subject to assessment. The judgment of ASSOCIATION in the expenditure of assessment funds shall be final. Any such assessment together with interest thereon and costs of collection, as hereinafter provided, shall also be the obligation of the OWNER at the time said assessment fell due.
- C. Upon failure of OWNER to make assessment payments when due, ASSOCIATION is hereby empowered to file a Claim of Lien against the OWNER'S LOT in the Public

Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

18. NO SUBDIVISION. LOTS shall not be divided, subdivided, sold or conveyed, except as a whole, without the approval of DECLARANT or ASSOCIATION which approval may be withheld.
19. NON-LIABILITY OF DECLARANT OR ASSOCIATION. Neither DECLARANT nor ASSOCIATION shall in any way or manner be held liable or responsible for any violation of this Declaration by any person or entity other than itself.
20. APPROVALS. All approvals and disapprovals under this Declaration shall be in writing. Any approval or disapproval issued by either DECLARANT or ASSOCIATION under this Declaration shall be similarly deemed approval or disapproval by the other.
21. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to OWNER, but also to any person or persons, entity or entities, occupying an OWNER'S premises under lease from an OWNER or by permission or invitation of an OWNER or an OWNER'S tenants, expressed or implied. Failure of OWNER to notify said persons, entities or occupants of the existence of this Declaration shall not in any way act to limit or divest the right of DECLARANT or ASSOCIATION of enforcement of this Declaration. OWNER shall be responsible for all violations of this Declaration by OWNER'S tenants, employees, licensees, invitees or guests and by guests, employees, licensees, or invitees of OWNER'S tenants at any time.
22. LAKE. The water body located behind each unit shall be maintained by the ASSOCIATION and the cost of such maintenance, including but not limited to the any administrative costs associated therewith, shall be funded by assessments on all LOTS. No LOT OWNER may alter the water body in any way or interfere with maintenance activities. No docks or piers may be constructed, and gasoline, diesel or similar fueled watercraft are not permitted to be used on the lake. The ASSOCIATION shall have access to the lake for purposes of maintaining same.
23. NOTICE TO DECLARANT OR ASSOCIATION. Any notice to DECLARANT or ASSOCIATION, or requests for approval of plans, specifications and location of HOUSES, structures or other improvements shall be in writing and delivered or mailed to DECLARANT or ASSOCIATION at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT or ASSOCIATION.
24. NOTICE TO OWNER. Notice to OWNER of a violation or any provision of this Declaration, or any other notice herein required, shall be in writing and shall be delivered or mailed to OWNER at the address shown on the tax rolls of Broward County, Florida; or to the

address of OWNER, as shown on the deed as recorded in the Public Records of Broward County, Florida; or to the address of OWNER as shown on the records of the Florida Department of State if OWNER be a corporation or limited partnership.

25. RESTRICTIONS RUN WITH THE LAND. The covenants, reservations, restrictions and other provision of this Declaration shall constitute an easement and imposition in and upon the SUBDIVISION and every part thereof and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the DECLARANT and ASSOCIATION, their successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then OWNERS of the LOTS in the SUBDIVISION has been recorded agreeing to change or terminate this Declaration in whole or in part.
26. AMENDMENT OF DECLARATION. DECLARANT or ASSOCIATION may, in their sole discretion, modify, amend or add to this Declaration, or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth herein.
27. COMPLETION OF CONSTRUCTION. When the construction of any HOUSE or structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, and if the OWNER fails to make substantial progress toward completion within thirty (30) days of written notice by the DECLARANT or ASSOCIATION (which may be furnished within said sixty (60) day period), the DECLARANT or ASSOCIATION may enter upon the LOT and take such steps as may be required to correct the undesirable appearance or existence of the HOUSE or structure, including, but not limited to, demolition and/or removal thereof and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by DECLARANT or ASSOCIATION shall be borne by OWNER and shall be due and payable within fifteen (15) days after written request from DECLARANT or ASSOCIATION for payment. The reason for such correction shall be solely at the discretion of DECLARANT or ASSOCIATION and may include but not be limited to aesthetic grounds. DECLARANT or ASSOCIATION may alternatively pursue any of the other remedies under this Declaration as DECLARANT or ASSOCIATION determines. Upon failure of OWNER to make payments within the time periods set forth in this paragraph, DECLARANT or ASSOCIATION is hereby empowered to file a Claim of Lien against the LOT in the Public Records of Broward County, Florida, in order to secure such payments, and other sums, all as hereinafter set forth.

28. LIENS AND ENFORCEMENT.

- A. Enforcement of this Declaration by DECLARANT or ASSOCIATION shall be by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created hereby.
- B. Any Claim of Lien that may be filed, as provided in this Declaration, shall be effective from and after the date of recording in the Public Records of Broward County, Florida. The Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due, including interest from date of delinquency at the highest rate permitted by law, and the date when due, and the lien shall continue in effect until all sums secured by the Claim of Lien, as hereby provided, shall have been fully paid. Said liens may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. A suit to recover a money judgment for unpaid payments or assessments may be maintained at the option of the lien holder without waiving the lien securing same.
- C. Any payment, payments or assessments not paid within the time periods stated in this Declaration, shall be delinquent and shall have added thereto interest at the highest rate allowed by law from the date such payment, payments or assessments were due.
- D. All costs of collection or enforcement, including court costs and reasonable attorneys' fees (whether or not suit be filed), which costs and fees shall include those caused by reason of appellate proceedings, incurred in the collection of any payments or assessments, the foreclosure of any lien, and the enforcement of any of these covenants, easements, restrictions and reservations, shall be paid by OWNER.
- E. Failure by DECLARANT or ASSOCIATION to enforce any provision under this Declaration shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

29. NOTATION ON PLAT. On sheet 2 of 2_ sheets of the Plat of PARKLAND MAGIC, recorded in Plat Book 171, at Page 17, of the Public Records of Broward County, Florida, there is a notation which states:

"This Plat has been reviewed by Broward County and is restricted to the development of not more than eleven (11) dwelling units. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by agreement with Broward County. Only the owner or owners of the property subject to a change in the development level as a result of such amendment shall be a party or

parties to the amendment agreement. By this note, Declarant does not intend to create any rights in any owner or owners of property within this Plat."

30. SEVERABILITY. Invalidation of any provision under this Declaration in whole or in part, by a court of competent jurisdiction shall not affect any of the other provisions set forth herein, all of which shall remain in full force and effect.

31. CAPTIONS. The captions of the various paragraphs of this Declaration have been inserted for the purpose of convenience. Such captions shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions herein.

IN WITNESS WHEREOF, DECLARANT does hereby execute this Declaration in its name, by its undersigned duly authorized officers, and affixes its corporate seal hereto, this 9th day of July, 2002.

PARKLAND CUSTOM HOMES, LTD., a Florida limited partnership

By: PARKLAND CUSTOM HOMES LLC., a Florida limited liability company as General Partner

By: [Signature]
MICHAEL DONNELLY
Managing Member

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 9th day of July, 2002, by MICHAEL DONNELLY, Managing Member of PARKLAND CUSTOM HOMES LLC., a Florida limited liability company, as General Partner of PARKLAND CUSTOM HOMES, LTD., a Florida limited partnership, who has produced his Florida driver's license as identification.

[Signature]
Notary Public

My Commission Expires:

[Notary Seal]



EXHIBIT "A"

PARKLAND MAGIC

SITE DEVELOPMENT AND ARCHITECTURAL CONTROL STANDARDS

ENTITY ENFORCING ARCHITECTURAL CONTROLS:

The Parkland Magic Plat Maintenance Association, Inc., A Florida Corporation

ARCHITECTURAL REVIEW COMMITTEE:

The Architectural Review Committee (hereinafter referred to as "Committee") shall consist of a minimum of three (3) members which shall each serve two year terms. Vacancies will be filled as needed by the appointing body.

Committee members will initially be appointed by Parkland Custom Homes, Ltd. Subsequent appointees shall be appointed by the Directors of The Parkland Magic Plat Maintenance Association, Inc., A Florida Corporation.

PLAN SUBMITTAL:

Three (3) sets of Final Plans and Site Plans are required to be submitted prior to submission to the City of Parkland. If the final plans and site plans as approved by the Committee are modified in any way by any governmental authority such revisions shall be resubmitted to the Committee for acceptance or revision it being the intention that no structure or improvement shall be placed upon a lot or modified in any form or fashion without the final approval of the Committee.

SITE PREPARATION AND MAINTENANCE:

- a) All construction materials, vehicles, equipment, supplies, temporary facilities and construction activities are to be contained entirely within the building plot.
- b) Building debris is to be placed in an approved container and removed when filled.

MINIMUM DWELLING SIZE:

Five thousand (5,000) square feet of living area.

ELEVATION TREATMENTS:

- a) All elevation treatments shall follow the common architectural theme of the front of the residence.
- b) The exterior design and elevations of a previously approved or an existing dwelling shall not be repeated on any other lot in the subdivision without the specific written approval of the Committee. In no event shall the Committee approve repeat exterior designs or elevations on the same street as the original dwelling unit. The determination of what may or may not be a repeat exterior design or elevation shall be decided by the Committee, whose decision shall be final.

ROOFS:

Pitched roofs: Minimum pitch of 4:12.

Flat roofs: Permitted over porches, florida rooms, utility rooms located at the rear of dwelling, provided however, no flat roofs are permitted on any residence. Screen porch enclosures shall be under the roof of the main structure.

Roof materials: Flat or barrel cement tile, clay tile, split cedar shakes, slate or copper. No cedar shingles will be permitted. In the event some new, attractive material is discovered or invented, the Architectural Review Committee may consider its use.

EXTERIOR MATERIALS AND COLORS:

Materials:

- a) Approval is required for the use of artificial, simulated or imitation materials.
- b) No textured plywood or similar material siding.
- c) Samples required of proposed exterior materials.
- d) No exterior colors that are considered to be inharmonic, discordant or incongruous.
- e) Samples required of proposed exterior colors.
- f) Painting of roof stacks, flashings and metal chimney caps to match approved roof color.
- g) Placement of roof stacks and plumbing vents on rear slopes of roofs, where possible.
- h) Painting of electrical conduits, meter boxes, etc., required to match the surface to which they are attached.

Colors:

Generally, muted colors are the most acceptable for use on building exteriors. These colors should generally reflect more neutral hues from the following ranges: browns, including rusts, sepias, sands, tans and buffs; certain gray tones, off-white tones. Other tones and colors should only be used for trim or accent, but may be considered by the Architectural Review Committee on a case-by-case basis. Highly reflective colors or materials are prohibited on all wall and roof surfaces.

WINDOWS, DOORS, SCREENED PORCHES AND PATIOS:

- a) Bright finishes or bright plated metal exterior doors, windows, window screens, louvers, exterior trim or structural members are not permitted.
- b) Dark or bronze colored screen material permitted only; light colored screen material will not be permitted.

GARAGES:

- a) Minimum of a three (3) car garage.
- b) Side entry garages encouraged.
- c) Automatic garage door openers required.
- d) Porte-cocheres are permitted, carports are not permitted.

DRIVEWAYS AND WALKWAYS:

- a) Approval required for awnings, canopies and decorative shutters on the exterior of the residence.
- b) Storage of hurricane or storm shutters on the exterior of the residence is not permitted.

FENCES AND WALLS:

- a) Approval required for fences and walls.
- b) Rural or estate type fencing is permitted.
- c) Chain link fencing is permitted only for an approved tennis court or other activity areas including, but not limited to, swimming pools, patios, dog runs and game courts. Shielding of approved chain link fencing with landscaping is required.

LANDSCAPING:

- a) Landscaping shall be detailed on the final plans.
- b) Minimum number of shade trees per lot: ten (10).

- c) Minimum height: twelve feet (12').
- d) Minimum crown size: five feet (5').
- e) An approved species list is available on request.

IRRIGATION SYSTEM:

Installation of a rust-free automatic underground irrigation system of sufficient size and capacity to irrigate all landscaped areas is required.

AIR CONDITIONERS:

- a) Screening of air conditioning units by use of walls or landscaping so as not to be visible from any street or adjacent property is required.
- b) Window or wall air conditioning units are not permitted.

GARBAGE AND TRASH CONTAINERS:

Placement of garbage and trash containers in an enclosed and/or landscaped area is required.

MECHANICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, POOL PUMPS AND SPRINKLER PUMPS:

Required to be screened from adjacent properties and from any street.

MAIL BOXES AND HOUSE SIGNS:

Design approval required for mail boxes and house address signs.

SWIMMING POOLS AND SCREENING:

- a) Above ground swimming pools are not permitted.
- b) Pool screening visible from the street in front of the residence is not permitted.
- c) Above-ground spas are required to be shielded from off-premises view.
- d) Open swimming pool areas shall be shielded from view from adjacent streets.
- e) Screen enclosures shall have the same setback requirements as the principal structure.

TENNIS AND GAME COURTS:

- a) Approval required for installation of a tennis or game court.
- b) Approval required of construction plans, lighting, landscaping and fencing.
- c) Setbacks same as principal building.
- d) Maximum height of lighting: eighteen feet (18').

SOLAR COLLECTORS:

- a) Either flush mounted onto a roof plane or fully screened.
- b) Approval required for placement of playground equipment and basketball hoops.
- c) Approval required for installation of decorative objects such as sculptures, birdbaths, fountains and the like in the front yard or on the street side of any lot.
- d) All accessory structures shall be harmonious in design and material with the principal structure.

WAIVERS:

Any waiver, as determined by the Architectural Review Committee, in its sole discretion, shall be consistent with the general scheme of the development and must be in writing, signed by a member of the Architectural Review Committee.

AMENDMENT:

These control standards may only be amended by an affirmative vote of 100 per cent of the lot owners within the PARKLAND MAGIC PLAT, and any such amendment shall be filed of record in the Public Records of Broward County, Florida.

Return to:
ROBERT A. WHITE, ESQ.
1401 University Drive, Suite 600
Coral Springs, Florida 33071-8930

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARKLAND MAGIC PLAT**

The Declaration of Restrictions and Protective Covenants for the Parkland Magic Plat, as recorded in O.R. Book 33434, Pages 860-876 of the Broward County Public Records, is hereby amended as follows:

WITNESSETH

WHEREAS, pursuant to the Declaration of Restrictions and Protective Covenants for the Parkland Magic Plat (the Restrictions), the DECLARANT, PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership, has authority to amend the Restrictions; and

WHEREAS, DECLARANT wishes to clearly specify the responsibilities as already set forth and as are needed for proper development of the Plat;

NOW THEREFORE, DECLARANT hereby declares and approves the following Amendments to the Declaration of Restrictions and Protective Covenants for the Parkland Magic Plat as follows:

Section 1. Section 22 is hereby amended to include the following additional language:

The Association shall maintain the surface water management system which shall include the lake, all drainage easements, all retention areas, culverts and related appurtenances (the System). The System shall be maintained so as to comply with the Surface Water Management License (the License) for the Parkland Magic Plat (License attached hereto). The Association shall have all necessary powers and authority to carry out this responsibility. The Association shall operate the System for the common benefit of the lot owners and shall have such dominion and control over the System and all maintenance easements as noted on the Plat to enable it to enter upon, occupy, repair, maintain, or take any other actions deemed necessary by the Association for the purposes set forth above. Further, the Association may make repairs and improvements, enter into maintenance or other contracts, assess the lots, establish additional rules and take all other actions it deems necessary to maintain the System and comply with the terms of the License. Any amendment which would affect the ability to operate the surface water management system will not be

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approved without the prior approval of the Department of Planning and Environmental Protection of Broward County. The License and its conditions are attached to the Declaration of Covenants as an exhibit. The Association shall further have all necessary powers and authority as are necessary to maintain the surface water management system and all elements thereof in conformity with the requirements of the Broward County Department of Environmental Protection and the South Florida Water Management District.

Section 2. A new Section 22. A. is hereby added to the Restrictions as follows:

Section 22. A. The Association shall undertake such maintenance and repair to areas and facilities as is deemed necessary to preserve and enhance the value of the lots or the health, safety, or welfare of the lot owners. The Association shall further maintain the berm on the western border of the Parkland Magic Plat, the cul de sac features and landscaping on 68th and 70th Courts and any necessary maintenance to water and sewer transmission facilities including, but not limited to, lines, pipes, lift stations and related equipment and facilities for the benefit of the lot owners.

Section 3. A new Section 13. A. of the Restrictions is hereby created to read as follows:

Section 13. A. No motorized or power operated water craft or vessels of any kind shall be permitted in the lake.

Section 4. Section 26 of the Restrictions shall be amended to add the following additional language at the end of the Section:

After the sale of the tenth (10th) lot by DECLARANT no amendment to the Declaration of Restrictions and Protective Covenants shall be permitted except with the approval of the owners of a majority of the lots within the Parkland Magic Plat.

Section 5. The afore-described restrictions apply to the following described real property:

The Parkland Magic Plat, as recorded in Plat Book 171, at Page 17, of the Public Records of Broward County, Florida.

Section 6. This document shall be recorded in the Public Records of Broward County and shall run with and bind the land as set forth above.

IN WITNESS WHEREOF, DECLARANT does hereby execute this Declaration in its name, by its undersigned duly authorized officer, and affixes its corporate seal hereto, this 13th day of November, 2003.

PARKLAND CUSTOM HOMES, LTD., a
Florida Limited Partnership

By: PARKLAND CUSTOM HOMES LLC.,
A Florida Limited Liability Company
As General Partner

By: [Signature]
MICHAEL DONNELLY
Managing Member

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13th day of November, 2003, by MICHAEL DONNELLY, Managing Member of PARKLAND CUSTOM HOMES LLC, a Florida Limited Liability Company, as General Partner of PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership, who is personally known to me ~~or has produced~~ as identification:

[Signature]
Notary Public
[Notary Seal]

My Commission Expires:





DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION - Water Resources Division
218 S.W. 1st Avenue • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

February 14, 2003

Parkland Custom Homes
Attention: Mario Mangione
4801 W. Hillsboro Blvd.
Parkland, FL 33073

RE: Parkland Magic
City of Parkland, S/T/R (03-48-41)

This is to notify you of the Department of Planning and Environmental Protection's (DPEP) action concerning your application received 10/09/2002. The application has been reviewed for compliance with the following requirements:

ERP Review - GRANTED

DPEP has the authority to review the project for compliance with Rule 40E-1.603 and Chapter 40E-40 of the Florida Administrative Code pursuant to an agreement between DPEP, DEP and the SFWMD. The agreement is outlined in a document entitled "DELEGATION AGREEMENT AMONG THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, AND BROWARD COUNTY."

Based on the information submitted, Environmental Resource Standard General Permit No. 06-03739-P was issued on 02/14/2003.

Broward County Surface Water Management Review - GRANTED

DPEP has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2002-145-0 was issued on 02/14/2003. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that pursuant to Specific Condition No. 15, no Certificate of Occupancy can be released on this project until released in writing by all applicable DPEP divisions.

The above referenced approvals will remain in effect subject to the following:

1. Not receiving a filed request for a Chapter 120, Florida Statutes administrative hearing;
2. the attached SFWMD General Conditions;
3. the attached SFWMD Special Conditions;
4. the attached Broward County General Conditions;
5. the attached Broward County Specific Conditions;
6. the attached 10 exhibits.

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

Broward County Board of County Commissioners

Josephus Eggelton, Jr. • Ben Graber • Sue Gunzburger • Kristin D. Jacobs • Ilene Lieberman • Lori Nance Parrish • John E. Rodstrom, Jr. • James A. Scott • Diana Wasserman-Rubin
www.broward.org/dpep

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on 02/14/2003, in accordance with Section 120.60 (3), Florida Statutes.

By: *John M. Crouse*
John M. Crouse, P.E.
Surface Water Management Licensing Section

Enclosed are the following:

- executed staff report;
- set(s) of stamped and approved plans;
- application fee receipts;
- "Notice of Rights; and";
- Inspection Guidelines Brochure.



Department of Planning and Environmental Protection
 Water Resources Division
 218 S.W. 1st Avenue
 Fort Lauderdale, FL 33301
 (954) 519-1270 • Fax (954) 519-1496

"What to Expect When We Are Inspecting Surface Water Management Systems"

A guideline for engineers, contractors, and licensees of surface water management systems pertaining to the release of certificates of occupancy.

The intent of this document is to establish some guidelines to achieve compliance with the Code while maximizing customer service needs to licensees and their agents and the local building departments by facilitating the Certificate(s) of Occupancy (CO) release procedure for building projects. It is also our intent of this document to encourage licensees and their agents and the local building departments to not put our inspection staff on the "critical path". *We must recognize that the local building departments must adhere to the requirements of the South Florida Building Code and the requirements of Article I of the Broward County Natural Resource Protection Code.*

The Water Resources Division - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the Division's surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. We hope that you find this information useful and welcome your input to improve the process. Please be advised this document may be included with the approved license and may be modified on an as needed basis. Extra copies may be made available at your request.

The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy - exceptions may be made on a case by case basis. Note: Items 1 & 2 are not applicable to plans stamped as General Licenses (GL##-###). Items 3 & 4 can apply to GL if plans are stamped for construction certification.

1. Final Record/As-built Drawings (hard copy & AutoCad/electronic format) of the Site and Lake/Canal Slopes (where applicable),
2. Final Record/As-built Drawings of the Control Structure(s) or Overflow Structure(s) (where applicable),
3. Signed and Sealed Letter from a Florida Registered Professional Engineer Certifying All Components of the Surface Water Management System Were Constructed in Substantial Conformance with the DPEP Approved Plans, and
4. A \$75 partial certification fee (fees are subject to change) when a partial certification is submitted. *The certifying engineer must indicate that a substantial amount of the water management system has been*

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services

Josephus Eggeton, Jr. Ben Graber Suzanne N. Guntzburger Kelli D. Jacob Rene Lieberman Lori Nance Parish John E. Rodstrom, Jr. Jamal A. Scott Diana Wasserman-Rubin
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Rev. 4/02

constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.

Staff will perform an inspection on a first come first served basis and within five (5) working days after receipt of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

WHAT WE LOOK FOR DURING THE RECORD/AS-BUILT DRAWING REVIEW AND DURING THE INSPECTION:

1. The engineer's letter must contain the appropriate certification language. The suggested wording is located in the Code and in the specific conditions of the license. The letter must be signed and sealed. *It is imperative that the engineer of record describe any minor modifications to the system that were made during the construction of the project.* However, substantial modifications must have received prior approval by DPEP. *Please be advised that substantial differences between certified as-built drawings and actual field conditions may result in a complaint being filed with the Florida Board of Professional Engineers and/or the Florida Department of Business and Professional Regulation.*
2. In addition to rim, manhole, & pipe invert elevations, the plans should contain a substantial amount of survey information to show that the site grades and perimeter grades were constructed in substantial conformance with the DPEP approved plans.
3. If part of the approved system, lake & canal slope as-built plans should contain a substantial number of cross sections (a minimum of 1 section per 50 linear feet is preferred) to show compliance with the Department's slope criteria. *The staff reserves the right to require additional slope cross sections as necessary as well as slope regrading.* Surface area calculations at the control elevation should be submitted for lakes.
4. Control structure or overflow structure information must show all (as-built) dimensions and elevations.
5. All catch basin & manhole structures must have appropriate mudwork to prevent seepage that could lead to structure/asphalt failures & subsequent turbidity violations.
6. All catch basins, manholes, & pipes must be relatively free of sediment & debris and must be accessible to staff. Arrangements should be made with staff for inspecting basins that are covered with fabric materials for sediment control purposes. Fabric must be removed by the licensee or other appropriate personnel prior to the inspection.
7. Lake, canal, swale, dry detention/retention area slopes must be stabilized through appropriate measures, i.e, no evidence of erosion should be encountered during the inspection. Arrangements should be made with staff with regards to timeliness of sodding or seeding slopes and bottoms of dry detention/retention areas.
8. All baffle mechanisms must be water tight at all contact surfaces of basin walls by a durable gasket device.

Successful compliance with the above items will insure a timely release of the of certificate(s) of occupancy from division staff.

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, Certificate(s) of occupancy will be released upon correction of all field deficiencies.

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 reasonable expected to lead to substantially different water resource or environmental impacts which require a detailed review.

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

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

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

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 18K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (2000), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

(a) **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. Or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(b) **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. Or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

(c) **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with either subsection a. or b. above.

(d) **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

(e) **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for using or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

(f) **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section (g) below.

(g) **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complain to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.
3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.
4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.
6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.
7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

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

LAND AND WATER ADJUDICATORY COMMISSION

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

PRIVATE PROPERTY RIGHTS PROTECTION ACT

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

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

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

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

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

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

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

VARIANCES AND WAIVERS

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

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

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

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

WAIVER OF RIGHTS

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

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

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

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

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

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

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

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

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

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

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

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

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

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

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

28-107.005 EMERGENCY ACTION

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

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

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

40E-1.611 EMERGENCY ACTION

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

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

SFWMD General Conditions

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications, and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter, the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the supplied Environmental Resource Permit Construction Completion/Certification Form Number 0881. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings is discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "As-built" or "Record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, 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 40E1.6107, 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

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. stated 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.

SFWMD Special Conditions

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 methods be incorporated into the drainage system if such measures are shown to be necessary.
4. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
5. Operation of the surface water management system shall be the responsibility of permittee.
6. The responsibility for the operation of the surface water management system must be transferred to the Parkland Magic Plat Maintenance Association, Inc. upon completion of construction and acceptance of the final certification by the surface water management licensing section of DPEP.

Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by the Department of Planning and Environmental Protection (DPEP) pursuant to Chapter 27 of the Broward County Code of Ordinances. The DPEP will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants, representatives, or principals.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation and enforcement action by the DPEP.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify DPEP within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to DPEP that describes the incident, its cause, the measures being taken to correct the problems and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of events leading toward operation within the license conditions.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. This license must be available for inspection on licensee's premises during the entire life of the license.
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to the DPEP, may be used by the DPEP as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, as amended.
8. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted a transfer of license. The transferee shall also be liable for performance in accordance with the license.
9. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by DPEP personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver of or approval of any other license that may be required for other aspects of the total project.
11. If the licensee wishes to renew the license or extend its terms, he shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.

Broward County Specific Conditions

1. The licensee shall allow authorized personnel of the DPEP, municipality or local water control district to conduct such inspections at reasonable hours, as are necessary to determine compliance with the requirements of the license and the approved plans and specifications.
2. The responsible entity shall agree to maintain the operating efficiency of the water management works. Except in cases where the responsible entity is a governmental agency, the agreement shall further require that if the water management works is not adequately maintained, the County may undertake the required work and bill all associated costs to the responsible entity. If the payment for such obligations is not satisfied within 30 days, said obligation shall become a lien against the property associated with the water management works. Where ownership of the water management works is separate from property ownership, the DPEP shall require these agreements to be recorded.
3. The licensee shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The licensee shall institute necessary measures during the construction period, including fill compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters. Any erosion, shoaling or deleterious discharges due to permitted actions will be corrected promptly at no expense to the County.
4. The licensee shall comply with all applicable local land use and subdivision regulations and other local requirements. In addition, the licensee shall obtain all necessary Federal, State, local and special district authorizations prior to the start of any construction alteration of works authorized by this license.
5. Offsite discharges during construction and development shall be made only through the facilities authorized by this license. Water discharged from the project shall be through structures having a mechanism for regulating upstream water stages. Stages may be subject to operating schedules satisfactory to the appropriate regulatory agency.
6. The licensee shall hold and save the County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the license.
7. The license does not convey property rights nor any rights or privileges other than those specified therein.
8. No construction authorized by the license shall commence until a responsible entity acceptable to the DPEP has been established and has agreed to operate and maintain the efficiency of the system. The entity must be provided with sufficient ownership so that it has control over all water management facilities authorized therein. Upon receipt of written evidence of the satisfaction of this condition, the DPEP will issue authorization to commence the construction.
9. No beautification, or erection of any structure that will prohibit or limit access of maintenance equipment or vehicles in the right-of-way or easements will be allowed.
10. Any license which grants any entity the permission to place a structure on property which is owned by Broward County or upon which Broward County has an easement shall be construed to create a revocable license for that structure to remain on the property. Broward County may require removal of such a structure at no cost to the County.
11. The area under license will be maintained in a safe and operating condition at all times. Equipment will be promptly removed from the right-of-way or easement and the right-of-way or easement will be restored to its original or better condition within a reasonable time on termination of the authorized use.
12. The DPEP will be notified, as required in the license or as indicated on the approved plans, to coordinate and schedule inspections.
13. The operation or construction will be in accordance with the approved details and plans submitted with the application. Any modification must be submitted to the DPEP in writing and receive prior approval.
14. Monitoring may be required for sites with high pollutant generating potential, such as industrial sites, Class I and II solid waste disposal sites, and projects discharging to areas identified in Section 27-200 (b) (1) (o). Such monitoring will be under the cognizance of the DPEP.

15. Upon completion of the construction of a surface water management system or phase thereof licensed by the Water Resources Division, it is a requirement of the issuance of the license, and hence transfer of operation and maintenance responsibility, that a Florida Registered Professional Engineer certify that the surface water management system was indeed constructed as licensed. Certified record drawings shall accompany the certification. Suggested wording for this is as follows:

I HEREBY CERTIFY TO THE CONSTRUCTION COMPLETION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCES PROJECT AD THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE BROWARD COUNTY WATER RESOURCES DIVISION, AND HEREBY AFFIX MY SEAL THIS _____ DAY OF _____, 20_____.

(SEAL)

16. Water management areas shall be legally reserved to the operation entity and for that purpose by dedication on the plat, deed restrictions, easements, etc., so that subsequent owners or others may not remove such areas from their intended use. Management areas, including maintenance easements, shall be connected to a public road or other location from which operation and maintenance access is legally and physically available.

17. The licensee shall notify the Water Resources Division in writing within twenty-four (24) hours of the start, finish, suspension, and/or abandonment of any construction or alteration of works authorized by this license.

18. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.

19. The operation license shall be valid for a specific period of time not to exceed five (5) years from the date the license is transferred to the operation phase. The operation license shall be renewed in accordance with Section 27 - 198 (d) (2) of the Article.

20. The Water Resources Division reserves the right to require additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

21. The licensee shall keep a log of the operation and maintenance schedule for all components of the surface water management system.

22. The surface water management system must be inspected by the Water Resources Division to verify compliance with Specific Condition No. 15 of the license. In accordance with the Broward County Natural Resource Protection Code, Article I, Sec. 27-66 (f), the County agency or municipal agency charged with issuing a certificate of occupancy (CO) shall not issue a CO until notified of the DPEP approval. Partial certifications will be handled in accordance with Specific Condition No. 18.

23. The licensee is advised that he/she is required to submit a Storm Water Notice of Intent (NOI) application at least 48 hours prior to the commencement of construction to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS #2510 at 2600 Blair Stone Road - Tallahassee, Florida 32399-2400.

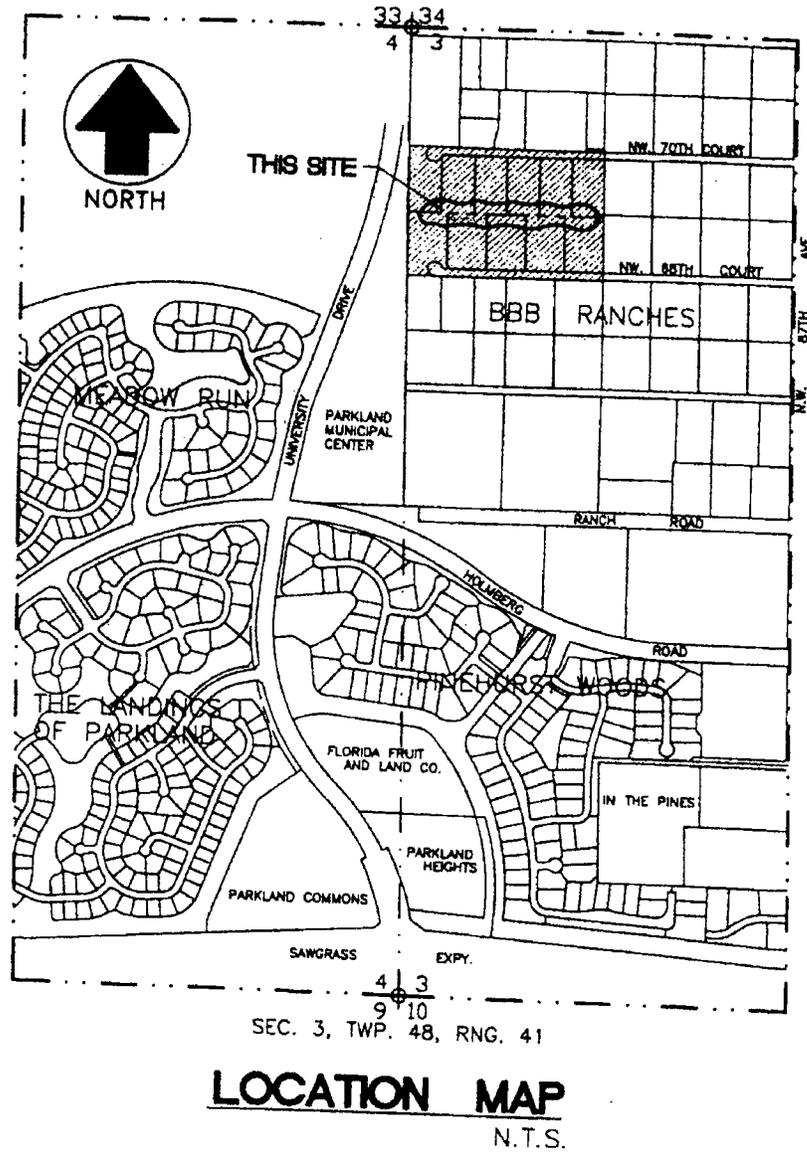


Exhibit 1

STAFF REPORT

Project Name: Parkland Magic
Permit Number: 06-03739-P **License Number:** SWM2002-145-0
Application Number: 021009-3 **Concurrent Application** L2002-235
Application Type: New Environmental Resource
Location: Broward County **Section-Township-Range:** 03-48-41
Permittee's Name: Parkland Custom Homes - Phone: (954) 520-8553

Project Area: 25.4 acres **Drainage Area:** 25.4 acres
Project Land Use: Residential
Drainage Basin: Hillsboro
Receiving Body: Hillsboro Canal

Purpose:

The construction and operation of a surface water management system to serve a proposed 25.40 acre residential development.

Project Evaluation:

Project Site Description:

The site is presently undeveloped and is located east of University Drive, between NW 68th Court and NW 70th Court, in the City of Parkland, Broward County.

Proposed Project Design:

The proposed construction will include 5.06 acres of building area, 1.68 acres of paved area and the proposed drainage system. A system of swales, inlets and culverts will direct the storm runoff to 4.94 acres of lake (wet detention area) for water quality treatment and storm runoff attenuation. The discharge will be directed through a control structure consisting of a 3" diameter orifice with an invert at elevation 11.00' NGVD and a 3.00 ft wide weir with a crest at elevation 14.44' NGVD, connected to an existing 48" diameter pipe, which, in turn discharges into a canal south east of the property.

Control Elevation:

<u>Basin Name</u>	<u>Area</u>	<u>Ctrl Elevation</u>	<u>WSWT Ctrl Elevation</u>	<u>Method of Determination</u>
Parkland Magic	25.4 acres	11 ft, NVGD	11 ft, NVGD	BC Avg. Wet Season Water Table Map

Major Discharge Structures:

A 3" diameter orifice functions as the allowable discharge structure for this site. A 3' wide overflow weir is provided at 14.44' NGVD, above the 25-yr, 3-day design storm stage.

<u>Basin</u>	<u>Structure ID</u>	<u>Type of Structure</u>	<u>Dimensions</u>	<u>Elevation</u>
Parkland Magic	CB6	Circular Orifice	Dia.: .25'	Invert: 11' NGVD

Exhibit 2A

Discharge Rate:

A perimeter berm will be provided at elevation 14.50' NGVD, above the 25-yr, 3-day design storm stage.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Allowable Disch.</u>	<u>Method of Determination</u>	<u>Peak Disch.</u>	<u>Peak Stage</u>
25YR-3DAY	13 in.	Parkland Magic	1.4 cfs	Hillsboro Canal	35 CSM 0.43 cfs	14.43' NGVD

Finished Floors:

The finished floor elevations have been designed to be above the computed 100-yr, 3-day zero discharge stage and the Broward County 100-yr, 3-day flood map elevation

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	17 inches	Parkland Magic	15.1' NGVD	16.7' NGVD	12.5' NGVD

Water Quality Design:

Water quality treatment will be provided in the 4.94 acre wet detention area for 1" over the entire site area.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
Parkland Magic	Treatment	Wet Detention	2.12 ac-ft	2.12 ac-ft
			Total:	2.12 ac-ft

Environmental Summary:

General License Number GL-PRK0110-022 was issued on October 12, 2001 for the fill of 0.25 acres of jurisdictional wetlands identified within the project area.

License No. DF02-1209 was issued for lake excavation. This license is an after-the-fact authorization for the excavation of approximately 118,161 cubic yards of upland material for a 4.7 acre lake at a proposed residential development. The lake shall be dredged to a maximum depth of -12 feet NGVD, and the slopes will be as shown on the attached plans, in conformance with Section 27-337(b)(13).

Construction shall be in accordance with Application DEP Form 62-343.900(1) dated 5/16/02 and DPEP Addendum dated 09/26/02, and associated information, all of which is designated as DPEP File No. ER0210-013; plans stamped by the Department on 11/19/02 (attached); and with all General and Specific Conditions of this license.

The proposed activities have been evaluated for potential secondary and cumulative impacts and to determine if the project is contrary to the public interest. Based upon the proposed project design, DPEP has determined that the project will not cause adverse secondary or cumulative impacts to the water resources and is not contrary to the public interest.

Special Concerns:

Operating Entity: Parkland Magic Plat Maintenance Assoc. Inc
4801 West Hillsboro Boulevard
Coconut Creek, FL 33073

Waste Water System/Supplier: BCUD #4

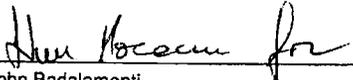
Exhibit 2C

STAFF RECOMMENDATION:

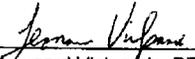
South Florida Water Management District and Broward County rules have been adhered to and a General Permit should be granted.

STAFF REVIEW:

Water Resources Division:

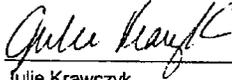


John Badalamenti

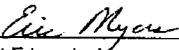


Leonard Vialparado, PE

Biological Resources Division:



Julie Krawczyk



for Kent Edwards, Manager

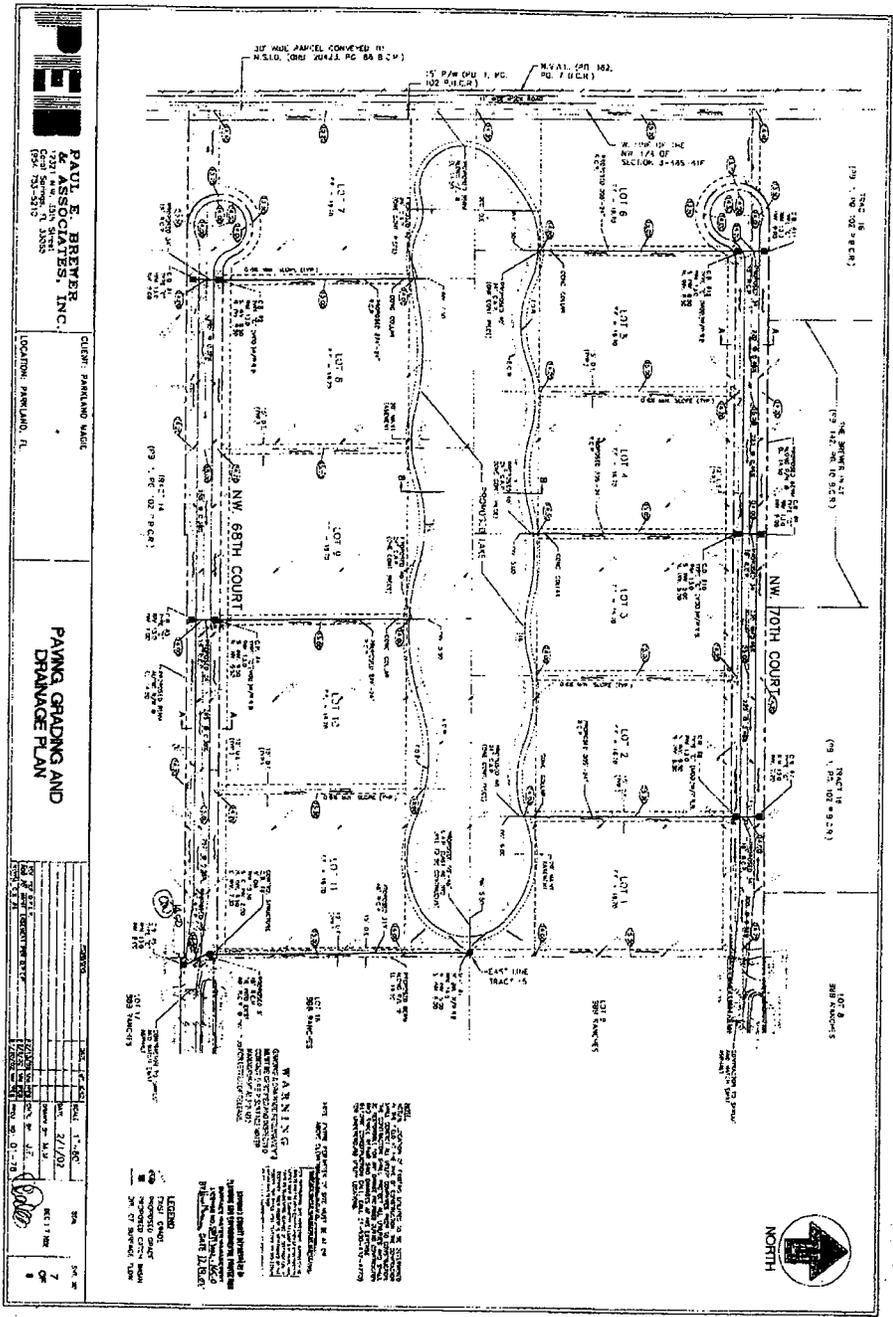


Exhibit 3

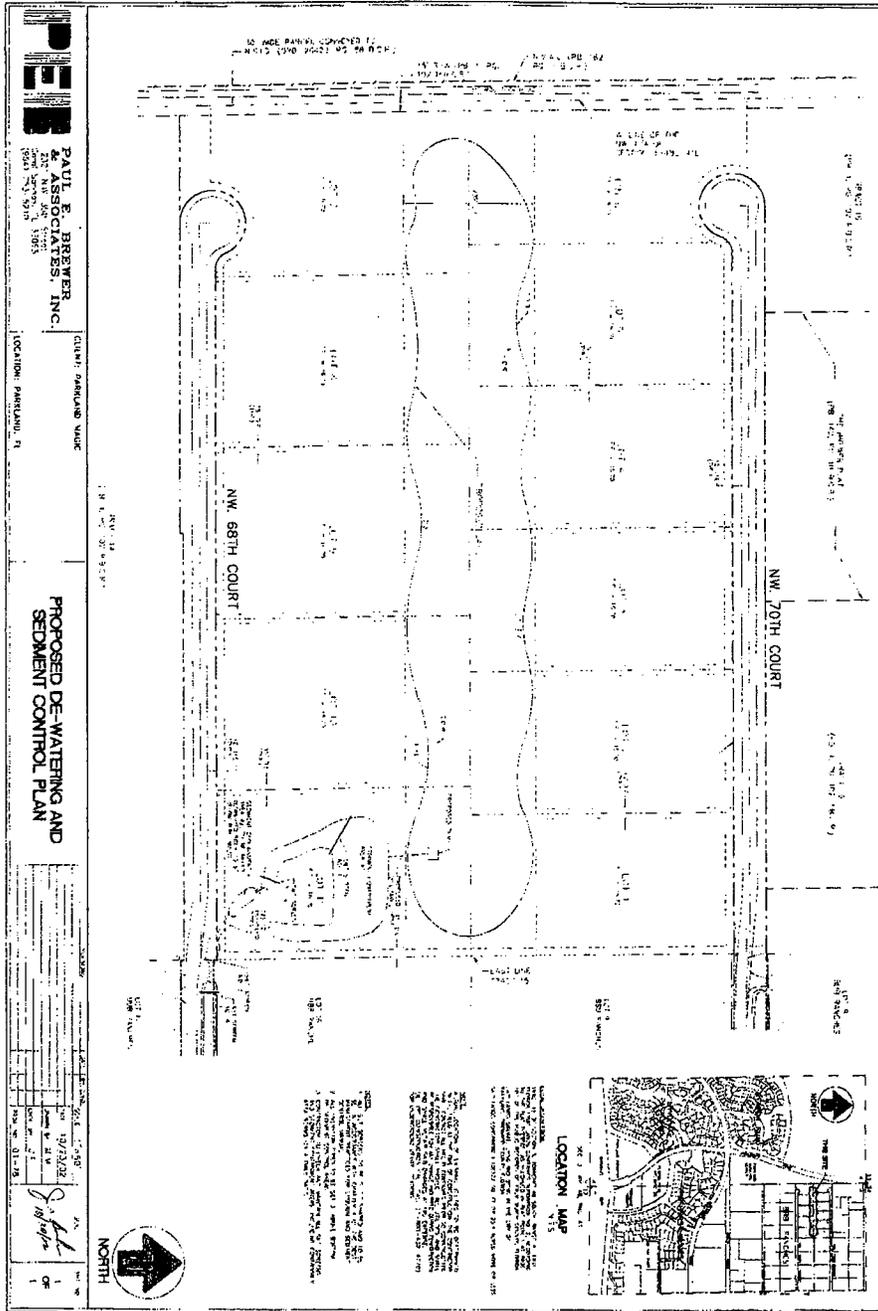


Exhibit 5

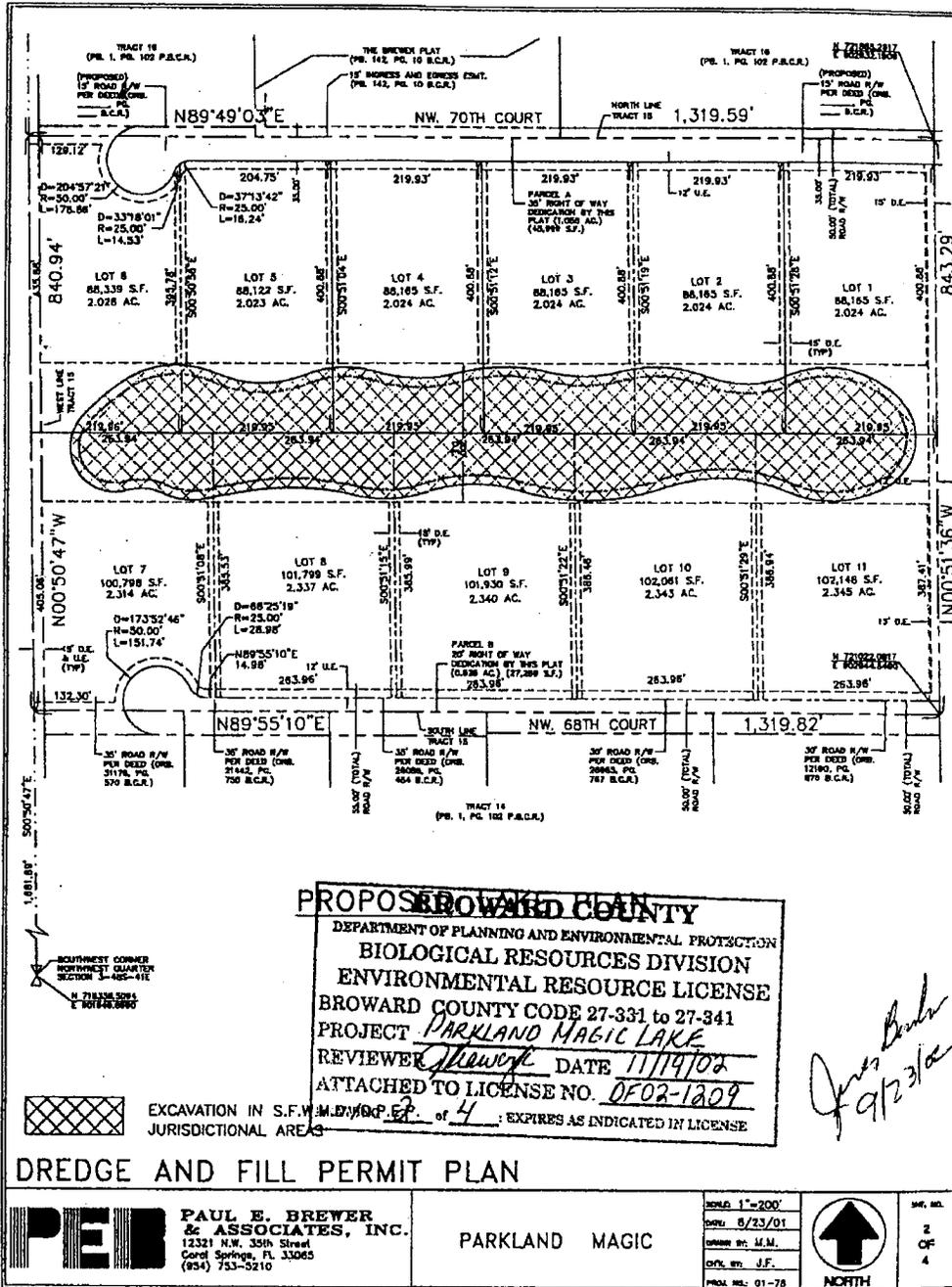


Exhibit 6

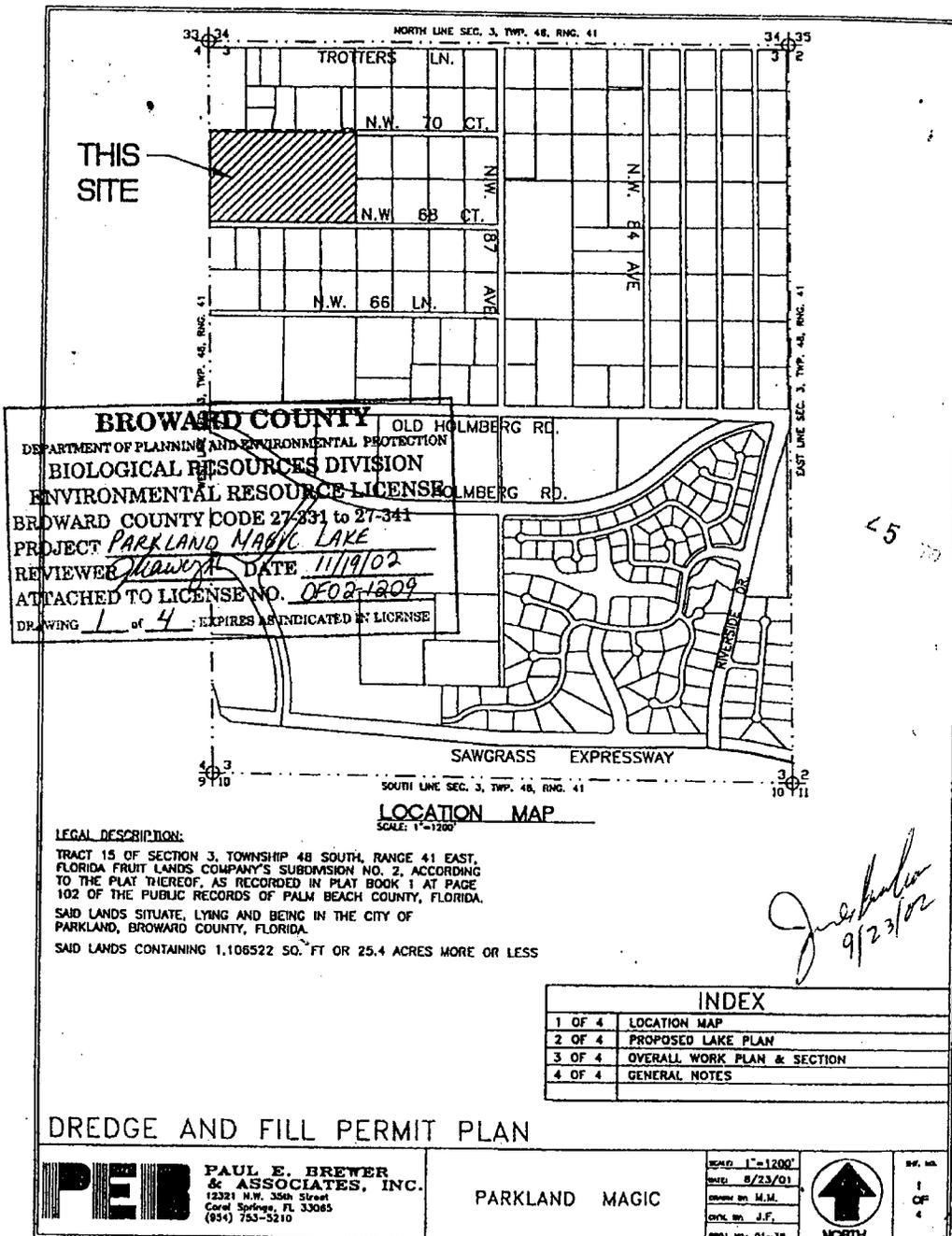


Exhibit 7

**STAFF REPORT DISTRIBUTION LIST
ADDRESSES**

Owner:

Parkland Custom Homes
Attention: Mario Mangione
4801 W. Hillsboro Blvd.
Parkland, FL 33073

Applicant:

Parkland Custom Homes
Attention: Mario Mangione
4801 W. Hillsboro Blvd.
Parkland, FL 33073

Engineering

Consultant:

Paul E. Brewer
Attention: Paul E. Brewer
12321 NW 35th St
Coral Springs, FL 33065

Other:

City of Parkland Building Official
Army Corps of Engineers

2

RECORD AND RETURN TO:
ROBERT A. WHITE, P.A.
1401 University Drive, Suite 600
Coral Springs, Florida 33071

BYLAWS

THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC.

**LEGAL DESCRIPTION:
ALL OF PARKLAND MAGIC, according to the Plat
thereof as recorded in Plat Book 171, Page 17 of the
Public Records of Broward County, Florida**

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BYLAWS OF

THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC.
a Florida corporation not-for-profit.

I. GENERAL PROVISIONS

1.01 Identity. The following are the BYLAWS of THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the Board may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of PARCELS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.06 Definitions. Unless the context otherwise requires, the following terms used in these BYLAWS shall mean:

1.06.1. DECLARATION shall be the Declaration of Restrictions and Protective Covenants for Parkland Magic as recorded in Official Records Book 33434, page

860, or the Public Records of Broward County, Florida as amended from time to time.

1.06.2. PLAT shall be the Plat of Parkland Magic recorded at Plat Book 171, page 17 of the Public Records of Broward County, Florida.

1.06.3. PARCEL shall mean an identified Lot within the Plat of Parkland Magic as recorded in Plat Book 171, Page 17 of the Public Records of Broward County, Florida.

1.06.4. BOARD shall be the Board of Directors of this Corporation as same exists and is constituted from time to time.

1.06.5. PROPERTY shall mean the real property identified on the Plat of Parkland Magic.

1.06.6. OWNER shall mean the record title holder of a PARCEL within the Plat of Parkland Magic.

1.06.7. ASSESSMENT shall have the same meaning as is set forth in the DECLARATION.

1.06.8. ARTICLES shall be the Articles of Incorporation of The Parkland Magic Plat Maintenance Association, Inc., as filed with the Secretary of State, State of Florida.

2. MEMBERSHIP IN GENERAL.

2.01 **Qualification.** Pursuant to the ARTICLES, all of the record owners of PARCELS shall be members of the ASSOCIATION. Membership for each PARCEL shall be established upon the recording of the Deed for such PARCEL.

2.02 **Changes in Membership.** The transfer of the ownership of any PARCEL, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a PARCEL to notify the ASSOCIATION of any change in the ownership of any PARCEL, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize

any change in membership or ownership of a PARCEL for purposes of notice, voting, assessments, or for any other purpose.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's PARCEL, as set forth above.

3. MEMBERSHIP VOTING.

3.01 Voting Rights. There shall be one vote for each PARCEL. In the event any PARCEL is owned by more than one person, or is owned by an entity other than an individual, the vote for such PARCEL shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one PARCEL, the member shall be entitled to one vote for each such PARCEL.

3.02 Majority Vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for 1/3 of the PARCELS shall constitute a quorum.

3.03 Determination as to Voting Rights.

3.03.1 In the event any PARCEL is owned by one person, his right to cast the vote for the PARCEL shall be established by the record title to his PARCEL.

3.03.2 In the event any PARCEL is owned by more than one person or by an entity, the vote for the PARCEL may be cast at any meeting by any co-owner of the PARCEL provided, however, that in the event a dispute arises between the co-owners as to how the vote for the PARCEL shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the PARCEL on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph the principals or partners of any entity (other than a corporation) owning a PARCEL shall be deemed co-owners of the PARCEL and the directors and officers of a corporation owning a PARCEL shall be deemed co-owners of the PARCEL.

3.04 **Proxies.** Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

4. MEMBERSHIP MEETINGS

4.01 **Who May Attend.** In the event any PARCEL is owned by more than one person, all co-owners of the PARCEL may attend any meeting of the members. In the event any PARCEL is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any PARCEL shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL LENDERS have the right to attend all members meetings.

4.02 **Place.** All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 **Notices.** Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a PARCEL is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the PARCEL, which may be given to any co-owner as defined in paragraph 3.03.02 of these BYLAWS. Notice to any member or co-owner shall be sent to the PARCEL of such member or co-owner, unless the PARCEL OWNER(S) of the PARCEL otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p. m. on the first Wednesday in February of each year.

4.06 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting. Notwithstanding the foregoing, if a meeting is adjourned for lack of a quorum, notice of the adjourned meeting must be given to all members in order for the quorum requirement at the adjourned meeting to be reduced pursuant to Paragraph 3.02.02 of these BYLAWS.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be in substantially the following form unless changed by the presiding officer with consent of a majority of the members present:

LAW OFFICES OF ROBERT A. WHITE, P.A., 1401 UNIVERSITY DRIVE, CORAL SPRINGS, FL 33071
TELEPHONE: (954) 755-0700

- 4.09.1 Determination of chairman of the meeting;
- 4.09.2 Calling of the roll and certifying of proxies;
- 4.09.3 Reading and disposal of any unapproved minutes;
- 4.09.4 Election of inspectors of election;
- 4.09.5 Determination of number of directors;
- 4.09.6 Election of directors;
- 4.09.7 Reports of directors, officers or committees;
- 4.09.8 Unfinished business;
- 4.09.9 New business; and
- 4.09.10 Adjournment.

4.10 **Minutes.** The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 **Actions Without a Meeting.** Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action is taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a PARCEL is owned by more than one person or by a corporation, the consent for such PARCEL need only be signed by one person who would be entitled to cast the vote for the PARCEL as a co-owner pursuant to Paragraph 3.03.02 of these BYLAWS.

5. DIRECTORS.

5.01 Membership.

5.01.1 The affairs of the ASSOCIATION shall be managed by a BOARD of not

less than three (3) nor more than five (5) directors. The number of directors may be changed at any meeting where the members are to elect any directors (I) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.1 Within sixty days after the members are entitled to elect any directors, as provided in the ARTICLES, the ASSOCIATION shall call, and give not less than ten (10) days nor more than forty (40) days notice of, a special meeting of the members to elect any directors the members are then entitled to elect. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.2 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.02.4 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each

member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of the same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.09 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be as follows unless modified by the presiding officer with consent of a majority of the members present:

- 5.11.1 Calling of role;
- 5.11.2 Reading and disposal of any unapproved minutes;
- 5.11.3 Reports of officers and committees;
- 5.11.4 Election of officers;
- 5.11.5 Unfinished business;
- 5.11.6 New business; and
- 5.11.7 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any director may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings; or (b) is an OWNER and has been delinquent for more than thirty (30) days after written notice in the payment of ASSESSMENTS or other monies owed to the ASSOCIATION.

5.15.2 Any director may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than ten percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.16 Vacancies.

5.16.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors.

5.16.2 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any PARCEL OWNER may apply to the Circuit Court of the County in which the PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to applying to the Circuit Court, the PARCEL OWNER shall mail to the ASSOCIATION a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the PARCEL OWNER may proceed with the petition. If a receiver is appointed,

the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 Compensation. Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation, at any meeting of the members.

5.18 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, if the BOARD of Directors shall so choose, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is not time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice President. The vice president shall, in the absence of disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.08 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.01 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each PARCEL, designating the name and current mailing address of the OWNER, the amount of each ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.02 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers,

directors or other persons as may be designated by the BOARD. Any such depository shall be located in Broward County, Florida.

7.03 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.04 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and institutional lenders or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the ASSOCIATION by a public accountant, and if such an audit is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is completed.

7.05 Reserves. The budget of the ASSOCIATION shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements as required by the DECLARATION and any and all governmental agencies having jurisdiction over the improvements required to be maintained by the ASSOCIATION.

8. PARLIAMENTARY RULES.

8.01 Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of ten (10%) percent or more of the members of the ASSOCIATION.

9.03 Adoption of Amendments.

9.03.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.2 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the PARCELS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES.

9.03.3 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS so discriminated against or affected.

9.04 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the PROPERTY is located.

10. MISCELLANEOUS.

10.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

10.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.03 Conflicts. In the event of any conflict, between the ARTICLES, and these BYLAWS, the BYLAWS shall govern.

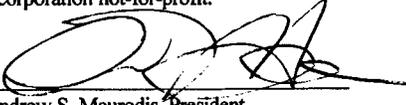
10.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or

failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD effective the 5 day of February, 2004.

THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC.,
a Florida corporation not-for-profit.

By: 
Andrew S. Maurodis, President

→ This document prepared by and RETURN TO:
ANDREW S. MAURODIS, City Attorney
City of Deerfield Beach
150 N. E. 2nd Avenue
Deerfield Beach, FL 33441

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR
PARKLAND MAGIC PLAT**

The Declaration of Restrictions and Protective Covenants for the Parkland Magic Plat, as recorded July 12, 2002, in O.R. Book 33434, Pages 860-876 of the Broward County Public Records, is hereby amended as follows:

WITNESSETH

WHEREAS, pursuant to the Declaration of Restrictions and Protective Covenants for the Parkland Magic Plat (the Restrictions), the DECLARANT, PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership, has authority to amend the Restrictions; and

WHEREAS, DECLARANT wishes to clearly specify the responsibilities as already set forth and as are needed for proper development of the Plat;

NOW THEREFORE, DECLARANT hereby declares and approves the following Amendment to the Declaration of Restrictions and Protective Covenants for Parkland Magic Plat as follows:

ARTICLE II

GENERAL RESTRICTIONS

Section 15. NUISANCES, is amended to read as follows:

15. NUISANCES AND PROHIBITED ACTIVITIES.

A. Nothing shall be done which may be, or may become, an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on, nor shall anything be done in the SUBDIVISION which can be construed to constitute a nuisance, public or private in

(3)

nature. Any question with regard to the interpretation of this paragraph shall be decided by DECLARANT or ASSOCIATION, whose decision shall be final.

B. The following activities are prohibited on any lot, or portion thereof, in the PARKLAND MAGIC PLAT:

- (1) **Non-Domesticated Animals.** Non-domesticated animals are not permitted on any Parkland Magic Lot. A domesticated animal shall be considered to be a dog, cat, or other animal commonly thought of as a domesticated animal, and which is generally housed within an enclosed building, or porch, or other structure attached to the main dwelling unit; in other words, a domesticated animal is an animal commonly thought of as a household pet. Examples of a non-domesticated animal are (but are not limited to) horses, cattle, livestock, large birds (birds not normally kept within homes or porches and not normally housed in cages), and other similar animals.
- (2) **No Conduct of Business.** No business may be conducted outside the main dwelling unit on any lot. There shall be no evidence of the conduct of a business from the outside of the dwelling unit. Trees, shrubs and bushes may be planted on a vacant lot, but no business activity may be permitted on the lot.
- (3) **Signs Evidencing the Conduct of Business.** No home occupation on any Parkland Magic Lot shall be permitted to display a sign evidencing the conduct of business. No home occupation or business shall be visible from neighboring properties.
- (4) **Trucks.** Trucks over 1 ½ tons, or recreational vehicles longer than 25 feet, shall be parked or stored within enclosed garages.

Should the DECLARANT be required to take legal action to enforce these Restrictive Covenants, then all costs and attorney's fees incurred in enforcing these restrictions shall be the responsibility of the offending lot owner and the DECLARANT may, by filing an Affidavit of Costs and Fees in the public records, impose a lien upon the offending lot.

The foregoing SECOND AMENDMENT TO THE BY-LAWS OF THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC. was adopted at a Special Meeting of the Members of the Association held on Monday, the 22nd day of August, 2005.

In all other respects, the Declaration of Restrictive Covenants for THE PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC. remain unaltered and unchanged.

IN WITNESS WHEREOF, DECLARANT does hereby execute this Declaration in its name, by its undersigned duly authorized officer, this 22nd day of August, 2005.

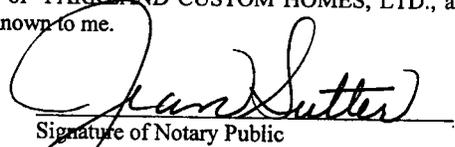
PARKLAND CUSTOM HOMES, LTD.
A Florida Limited Partnership

By: PARKLAND CUSTOM HOMES LLC.
A Florida Limited Liability Company
As General Partner

By: 
ANDREW S. MAURODIS
Managing Member

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 22nd day of August, 2005, by ANDREW S. MAURODIS, Managing Member of PARKLAND CUSTOM HOMES LLC, a Florida Limited Liability Company, as General Partner of PARKLAND CUSTOM HOMES, LTD., a Florida Limited Partnership, who is personally known to me.


Signature of Notary Public

Jean Sutter
Print Name of Notary Public

(Notary Seal)

My commission expires: 5/4/07



AGREEMENT REGARDING USE OF LIFT STATION

THIS AGREEMENT REGARDING USE OF LIFT STATION ("Agreement") is made and entered into this 25 day of NOV, 2014, by and between PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation ("Association") and DAVID J. SCHNEID and DANIELLE I. SCHNEID, husband and wife (collectively, "Schneid").

RECITALS

A. Pursuant to that certain Declaration of Restrictions and Protective Covenants for Parkland Magic Plat dated July 8, 2002, and recorded July 12, 2002, in Official Records Book 33434, at Page 860, as amended by that certain Amendment to Declaration of Restrictions and Protective Covenants for Parkland Magic Plat dated November 13, 2003, and recorded November 14, 2003, in Official Records Book 36429, at Page 706 of the Public Records of Broward County, Florida, and as further amended by that certain Amendment to Declaration of Restrictions and Protective Covenants for Parkland Magic Plat dated April 24, 2004, and recorded May 7, 2004, in Official Records Book 37409, at Page 289 of the Public Records of Broward County, Florida and as further amended by that certain Second Amendment to Declaration of Restrictions and Protective Covenants for Parkland Magic Plat dated August 22, 2005 and recorded September 12, 2005, in Official Records Book 40485, at Page 1139 and re-recorded September 29, 2005 in Official Records Book 40618, at Page 1322, all of the Public Records of Broward County, Florida ("Declaration"), Association is entity responsible for the operation and maintenance of the common areas located within Parkland Magic, according to the Plat thereof, recorded in Plat Book 171, at Page 18 of the Public Records of Broward County, Florida ("Plat").

B. Association is the owner of that certain lift station ("Lift Station") which is located within the twelve (12) foot utility easement in the southwest corner of Lot 7 of Parkland Magic, according to the Plat thereof, recorded in Plat Book 171, at Page 17 of the Public Records of Broward County, Florida ("Lift Station Property"). The Lift Station and Lift Station Property ARE within the boundaries of the Plat. The Lift Station serves the sanitary sewer needs of the property owners of the homeowners within the Plat.

C. Schneid is the owner of that certain real property located to the north boundary of the Plat and more particularly described on Exhibit A, attached hereto and made a part hereof ("Schneid Property").

D. Schneid desires to connect the Schneid Property to the Lift Station utilizing all sewer improvements constructed by the Association and/or Parkland Custom Homes, Ltd., the Declarant under the Declaration, currently designed and constructed to handle all sewer needs for members of the Association.

E. The Lift Station has sufficient capacity to service the Schneid Property and Association is willing to allow Schneid to use the Lift Station subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, do hereby agree as follows:

1. The foregoing Recitals are true and are incorporated in this Agreement by this Reference.
2. Association hereby assigns to Schneid the right to connect the Schneid Property to the Lift Station servicing all existing sewer infrastructure previously constructed to serve the sewer needs of the members of the Association.
3. Schneid shall connect to the Lift Station, at Schneid's sole cost and expense, via the utility easement shown on the Plat at the northwest corner of the Plat. Prior to connecting, Schneid shall obtain all required permits and approvals from all appropriate governmental authorities. Schneid hereby indemnifies and holds Association harmless from any injury, property damage, cause of action, cost or expense associated with Schneid's connection of the Schneid Property to the utility easements, infrastructure and the Lift Station. Schneid shall repair any damage to any property owned by Association or any member of Association caused by Schneid, its agents or contractors during the connection process.
4. Association shall not charge Schneid any connection or other fees except as specifically set forth herein. However, Schneid shall be responsible for any such fees which may be due to governmental agencies.
5. Schneid shall pay its prorata share to maintain the Lift Station (regular assessment, special assessment or however so derived). As of the date of this Agreement, Schneid's prorata share of the Lift Station's maintenance costs shall be seven point seven percent (7.7%) of the Association's annual line item budget for Lift Station maintenance. If other users are subsequently allowed to connect to the Lift Station. Schneid's prorata share shall be adjusted accordingly. To secure Schneid's obligation to pay these maintenance obligations, Schneid hereby grants Association a right to lien the Schneid Property for unpaid assessments related to the Lift Station and any ancillary improvements. Association's rights as to the enforcement of liens under this paragraph shall be the same as set forth in the Declaration. No other provisions of the Declaration shall have any applicability to the Schneid Property. Notwithstanding anything contained herein to the contrary, Schneid shall be responsible for the maintenance and repair of any infrastructure serving the Lift Station that is located on the Schneid Property.
6. Association hereby represents and warrants to Schneid that it is the owner of the Lift Station and all ancillary improvements and has the power to allocate capacity and grant the rights to Schneid as set forth in this Agreement. Association has taken all necessary corporate action to approve this Agreement and, other than permits to be issued by local governmental authorities, no other consents or approvals are required to allocate capacity in the Lift Station. The Lift Station has sufficient capacity to service the Schneid Property in addition to all of the members of the Association. Association acknowledges that Schneid is relying on these representations in entering into this Agreement and connecting to the utility easements, infrastructure and Lift Station and will suffer economic hardship and loss if these representations are not true.

7. In the event any litigation arises between the parties out of this Agreement, the prevailing party shall be entitled to recover its attorneys' and paralegals' fees and costs up through and including all trial, appellate and post judgment proceedings from the non-prevailing party. This Agreement shall be governed by Florida law. Venue shall be Broward County, Florida.

8. Schneid, its successors and assigns, will indemnify and hold Association harmless for any damage to the Lift station and/or any portion of the infrastructure caused by Schneid's use, or any future owner of the Schneid Property's use of, or connection to the Lift Station, whether negligent or not. Schneid shall not hold association liable for damage to Schneid Property in the event failure of the lift station causes damage to Schneid Property.

9. This Agreement shall run with the Schneid Property and future owners of the Schneid property shall benefit from and be bound by the terms and provisions of this Agreement.

10. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which together shall be one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Witnesses

ASSOCIATION:

PARKLAND MAGIC PLAT
MAINTENANCE ASSOCIATION, INC, a
Florida not for profit corporation

By: *Rafael Cabrera*

Printed Name:

LORI CABRERA

Title: BOARD PRESIDENT

Rafael Cabrera
Witness 1 Signature

CABRERA, RAFAEL

Witness 1 Printed Name

Lisa Smith
Witness 2 Signature

Witness 2 Signature

Lisa Smith
Witness 2 Printed Name

STATE FLORIDA

COUNTY OF Palm Beach

I hereby certify that on this 25 day of Nov., 2014, before me, personally appeared, Lori Cabrera, as Board President (insert Title) of PARKLAND MAGIC PLAT MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed on this Agreement Regarding Use of Lift Station and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on this Agreement the person(s) or the entity upon behalf of which the person(s) acted, executed the Agreement.

Catherine K Davis

Notary Public, State of Florida

(Affix Notary seal or stamp)

Printed name: Catherine K. Davis

My Commission Expires: 10/18/16



[Signature]
Witness 1 Signature

Chanel Linton
Witness 1 Printed Name

[Signature]
Witness 2 Signature

Chelsea Yates
Witness 2 Printed Name

[Signature]
DAVID J. SCHNEID

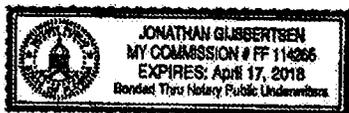
[Signature]
DANIELLE I. SCHNEID

STATE FLORIDA

COUNTY OF Palm Beach

I hereby certify that on this 05 day of September, 2014, before me, personally appeared, DAVID J. SCHNEID and DANIELLE I. SCHNEID, husband and wife, who is/are personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed by on this Agreement Regarding Use of Lift Station and acknowledged to me that he/she/they executed the same.

(Affix Notary seal or stamp)



[Signature]
Notary Public, State of Florida

Printed name: Jonathan Gilbertsen

My Commission Expires: April 17, 2018

EXHIBIT "A"

Lot 3, BREWER PLAT TWO, according to the map or plat thereof, as recorded in Plat Book 175, Page 53, of the Public records of Broward County, Florida.