

restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wells Fargo Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Association.

30. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF MILL CREEK, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

30.1.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, BROWARD COUNTY, OR PREVENTS TORTIOUS ACTIVITIES; AND

30.1.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF MILL CREEK (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION

HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

31. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

32. Venue. EACH OWNER ACKNOWLEDGES THAT REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

33. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT MILL CREEK TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS

WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

34. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF MILL CREEK ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MILL CREEK. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MILL CREEK, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO MILL CREEK WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF MILL CREEK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

35. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

36. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

37. General Provisions.

37.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby. The Board shall have no duty to sue any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party. The Board shall not approve any contract with a contingency payment without the approval of the members.

37.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

37.3 Execution of Documents. Developer's plan of development for Mill Creek (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Lot, to execute or otherwise join in any petition and/or other documents required in connection with the creation, expansion, contraction or termination of a special taxing district or community development district relating to Mill Creek or any portion(s) thereof.

37.4 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

37.5 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

37.6 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home may be subject to the title documents and Plats and all amendments thereto recorded in the Public Records that affect Mill Creek (collectively, the "**Title Documents**").

Developer's plan of development for Mill Creek may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with

an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

37.6.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

37.6.2 that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

37.7 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy. This Section shall not be amended, except by Developer.

38. Plan of Development. Developer reserves the right to change all plans and site plans for Mill Creek. Subject to the Title Documents, Developer may wish and has the right to develop Mill Creek and adjacent property owned by Developer into residences, comprised of single detached estate homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings,

showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Mill Creek as finally developed.

[Signature pages follow.]


THIS IS NOT AN
OFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto to set its hand and seal this 24th day of February, 2015.

WITNESSES:

STANDARD PACIFIC OF FLORIDA,
a Florida general partnership


By: Standard Pacific of Florida GP, Inc., a
Delaware corporation, its general partner



Print Name: Vincent Musso



Print Name: MESHA BENNIE

By: 

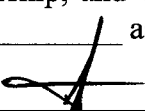
Michael DeBock
Vice President

THIS IS NOT AN OFFICIAL COPY

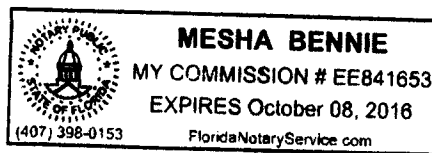
STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24 day of February, 2015, by MICHAEL DEBOCK, as Vice President of Standard Pacific of Florida GP, Inc., a Delaware corporation, which is the general partner of Standard Pacific of Florida, a Florida general partnership, on behalf of the corporation and partnership, and who is personally known to me or who produced _____ as identification.

My commission expires: 10-08-2016



NOTARY PUBLIC, State of Florida
Print Name: MESHA BENNIE



JOINER OF

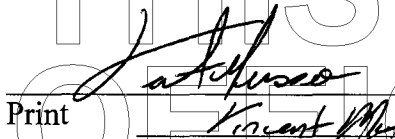
MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.


MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC. does hereby join in the Declaration of Covenants, Restrictions and Easements for Mill Creek (the "**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of February, 2015.


WITNESSES:

MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation



 Print Name: Vincent Russo


 Print Name: Trevor Shubin

By: 


 Michael DeBock
 Vice President

{SEAL}

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

The foregoing instrument was acknowledged before me this 24th day of February, 2015 by MICHAEL DEBOCK as Vice President of MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, and who is [] personally known to me or [] who produced _____ as identification.

My commission expires: 10-08-2016



 NOTARY PUBLIC, State of Florida
 Print Name: MESHA BENNIE



EXHIBIT 1

LEGAL DESCRIPTION OF MILL CREEK

All of the Plat of Mill Creek at Cooper City, recorded in Plat Book 181, Pages 34 and 35, of the Public Records of Broward County, Florida

THIS IS NOT AN
OFFICIAL COPY

Exhibit 2

THIS IS NOT AN
OFFICIAL COPY

ARTICLES OF INCORPORATION

OF

MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.

(a FLORIDA CORPORATION NOT FOR PROFIT)

**ARTICLES OF INCORPORATION
OF
MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

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

1. Name of Corporation. The name of the corporation is MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Principal Office. The initial principal office of the Association is at the offices of Standard Pacific of Florida, which is located at 825 Coral Ridge Drive, Coral Springs, FL 33071.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 825 Coral Ridge Drive, Coral Springs, FL 33071. The name of the registered agent of the Association is Michael DeBock.

4. Definitions. A declaration entitled Declaration of Covenants, Restrictions, and Easements for Mill Creek (as amended and amended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Mill Creek. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to:

5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.

5.2 Perform the duties delegated to it in the Declaration.

5.3 Administer the interests of the Association and the Owners.

5.4 Promote the health, safety and welfare of the Owners.

6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:

7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.

7.3 To operate and maintain the portion of the Surface Water Management System, if any, contained within or affecting the Common Areas, as required by the Declaration.

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles of Incorporation, and the By-Laws.

7.5 To pay all Association Expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

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

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

7.8 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

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

7.10 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Mill Creek, the Common Areas and Homes as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes.

7.12 To employ personnel and retain independent contractors to contract for management of the Association, Mill Creek and the Common Areas provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.13 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Mill Creek, as provided in the Declaration including, without limitation, Telecommunication Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such

services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

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

7.15 If applicable, to enter into agreements and/or contracts with the South Florida Water Management District ("SFWMD") under which the Association shall perform certain maintenance, management and/or other agreed-upon services for the SFWMD with respect to the Surface Water Management System.

8. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Members' Voting Rights. Each Owner and Developer shall be a Member of the Association. The Owners and the Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3), nor more than five (5) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Developer shall initially be held on the date the Developer no longer has the legal right pursuant to the Declaration to appoint Directors, and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next Annual Meeting. The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dan Grosswald	825 Coral Ridge Drive Coral Springs, FL 33071
Michael DeBock	825 Coral Ridge Drive Coral Springs, FL 33071
Vincent Musso	825 Coral Ridge Drive Coral Springs, FL 33071

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

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to these Articles of Incorporation shall affect the rights of the Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Turnover Date. Prior to the Turnover Date, the Developer shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles of Incorporation prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. After receiving the Developer's written consent to the proposed amendment, an amendment identical to that approved by the Developer may be adopted by the Association pursuant to the requirements for amendment after the Turnover Date. After approval of the amendment by the Board, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

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

14. Limitations.

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

14.2 Rights of the Developer. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of the Developer.

14.3 By-Laws. These Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

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

Dan Grosswald - President
 Michael DeBock - Vice President/Treasurer
 Vincent Musso - Secretary

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Home so conveyed, and such membership shall pass with title to the Home in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Home. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or the Developer, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

18. Severability. Invalidation of any of the provisions of these Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Articles of Incorporation shall thereafter remain in full force and effect.

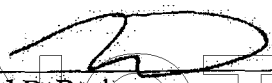
19. Incorporator. The name and address of the incorporator of the Association is Michael DeBock, whose address is 825 Coral Ridge Drive, Coral Springs, FL 33071.

IN WITNESS WHEREOF, the above mentioned incorporator has executed these Articles of Incorporation as of the 10th day of March, 2014.


 Michael DeBock

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as the registered agent and to accept service of process for the above-stated Florida corporation not-for-profit, at the place designated in these Articles, Michael DeBock hereby accepts the appointment as registered agent and agrees to act in this capacity. Michael DeBock further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties, and is familiar with, and accepts, the obligations of the position as registered agent as provided for in Chapter 617, Florida Statutes.



Michael DeBock

THIS IS NOT AN OFFICIAL COPY

Date: as of March 10, 2014

Exhibit 3

THIS IS NOT AN
OFFICIAL COPY
BY-LAWS
OF

MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

	Page
1. NAME AND LOCATION.....	1
2. DEFINITIONS.....	1
3. MEMBERS.....	1
3.1 Voting Interests.....	1
3.1.1 Home Owned By Husband and Wife.....	1
3.1.2 Trusts.....	2
3.1.3 Corporations.....	2
3.1.4 Partnerships.....	2
3.1.5 Multiple Individuals.....	2
3.1.6 Liability of the Association.....	3
3.2 Annual Meetings.....	3
3.3 Special Meetings of the Members.....	3
3.4 Notice of Members Meetings.....	3
3.5 Quorum of Members.....	3
3.6 Adjournment of Members Meetings.....	4
3.7 Action of Members.....	4
3.8 Proxies.....	4
4. BOARD OF DIRECTORS.....	4
4.1 Number.....	4
4.2 Term of Office.....	4
4.3 Vacancies; Removal.....	4
4.4 Compensation.....	4
4.5 Appointment and Election of Directors.....	5
4.6 Election.....	5
5. MEETING OF DIRECTORS.....	5
5.1 Regular Meetings.....	5
5.2 Special Meetings.....	5
5.3 Emergencies.....	5
5.4 Quorum.....	5
5.5 Open Meetings.....	5
5.6 Voting.....	5
5.7 Notice of Board Meetings.....	5
6. POWERS AND DUTIES OF THE BOARD.....	6
6.1 Powers.....	6
6.1.1 General.....	6
6.1.2 Rules and Regulations.....	6
6.1.3 Enforcement.....	6
6.1.4 Declare Vacancies.....	6
6.1.5 Hire Employees.....	6

THIS IS NOT AN OFFICIAL COPY

TABLE OF CONTENTS
(continued)

	Page
6.1.6 Common Areas	7
6.1.7 Granting of Interest	7
6.2 Duties	7
6.2.1 Minutes	7
6.2.2 Supervision of Officers, Agents and Employees	7
6.2.3 Annual Budget	7
6.2.4 Financial Reports	7
6.2.5 Voting	7
6.2.6 Roster	7
6.2.7 Official Records	7
6.2.8 Other Duties	7
6.3 Vote	7
6.4 Limitations	7
6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date	7
7. OBLIGATIONS OF THE ASSOCIATION	8
7.1 Official Records	8
7.2 Supervision	8
7.3 Assessment and Fines	8
7.4 Enforcement	9
8. OFFICERS AND THEIR DUTIES	9
8.1 Officers	9
8.2 Election of Officers	9
8.3 Term	9
8.4 Special Appointment	9
8.5 Resignation and Removal	9
8.6 Vacancies	10
8.7 Multiple Offices	10
8.8 Duties	10
8.8.1 President	10
8.8.2 Vice President	10
8.8.3 Secretary	10
8.8.4 Treasurer	10
9. COMMITTEES	10
9.1 General	10
9.2 ACC	10
10. RECORDS	10
11. CORPORATE SEAL	10
12. AMENDMENTS	11

TABLE OF CONTENTS
(continued)

	Page
12.1 General Restrictions on Amendments	11
12.2 Amendments Prior to and Including the Turnover Date.....	11
12.3 Amendments After the Turnover Date	11
13. CONFLICT	11
14. FISCAL YEAR.....	11
15. MISCELLANEOUS	12
15.1 Florida Statutes	12
15.2 Severability	12

THIS IS NOT AN
OFFICIAL COPY

**BY-LAWS
OF
MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is MILL CREEK AT COOPER CITY HOMEOWNERS ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 825 Coral Ridge Drive, Coral Springs, FL 33071, or such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Covenants, Restrictions, and Easements for Mill Creek (as amended and amended and restated from time to time, the "Declaration") relating to the residential community known as Mill Creek, recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

"Member" shall mean a Member of the Association.

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

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

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

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

3. Members.

3.1 Voting Interests. Developer and each Owner shall be a Member. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

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

3.1.2 Trusts. In the event that any trust owns a home, the Association shall have no obligation to review the trust agreement with respect to such trust. The Association shall be governed by the following examples with respect to the trusts:

3.1.2.1 If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Member of the Home for all the Association purposes.

3.1.2.2 If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member of the Home for all the Association purposes.

3.1.2.3 If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all the Association purposes.

3.1.2.4 If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Home for all the Association purposes.

3.1.2.5 If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home in the absence of a designation signed by both trustees that only one such trustee is authorized to vote. In the event of a conflict between trustees, the Voting Interest for the Home in question shall not be exercised while such conflict is ongoing.

In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

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

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

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

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

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

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty percent (20%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

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

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any Meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

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

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

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with Section 720.306(8), Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed initially by a Board of Directors (the "Board") consisting of no less than three (3) persons. After the Turnover Date, the Board shall consist of either three (3) or five (5) persons, as determined by the Board at least sixty (60) days in advance of any Annual Member Meeting. Board members appointed by Developer need not be Members of the Association. Board members elected by the other Members must be Members of the Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members meeting or on the Turnover Date. Directors shall be elected for staggered terms of one (1) or two (2) years, as follows. If the Board has three (3) members, the two (2) Board members receiving the most votes shall serve for a term of two (2) years. The other Board member shall serve for a term of one (1) year. If the Board has five (5) members, the three (3) Board members receiving the most votes shall serve for a term of two (2) years. The remaining two (2) Board members shall serve for terms of one (1) year. Directors appointed by Developer shall serve for such term determined by Developer.

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

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

4.5 Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of the Association. From and after the

Turnover Date (or such earlier date determined by Developer in its sole and absolute discretion), the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

4.6 Election. Election to the Board shall be by secret written ballot (and not by proxy), unless unanimously waived by all Members present. The person(s) receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time; provided, however, that a regular meeting of the Board must be held at least annually. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board. A regular meeting of the Board shall also be held immediately following the Annual Members Meeting.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, by any two (2) Directors, or by at least twenty percent (20%) of the total Voting Interests of the Association. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

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

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

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

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

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in the event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be (a) given in any newsletter distributed to the Members or (b) conspicuously posted and repeatedly broadcast on a closed-circuit cable television system servicing the Association. For the purposes of giving

notice, the area for notices to be posted within the Common Areas shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes and/or amendments regarding rules regarding parcel use are to be considered shall (x) be provided in the manner described in this Section 5.7 not less than fourteen (14) days in advance and (y) contain a statement (as applicable) that (i) Assessments shall be considered and a statement of the nature of such Assessments and/or (ii) that amendments regarding rules regarding parcel use shall be considered.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and the Articles have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, without limitation, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, levy Assessments, and, subject to Section 720.3055, Florida Statutes, enter into contracts, including, without limitation, and further subject to Section 720.309, Florida Statutes, with Telecommunications Providers for Telecommunications Services.

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

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

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

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity any or all of the duties and functions of the Association and/or its officers to fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing in these By-Laws should be considered to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever; provided, however, that such employment must not violate Florida Statutes; specifically, and without limiting the generality of this proviso, no such employment shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of a homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

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

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which affect the Common Areas and/or Mill Creek, and to alter, add to, relocate or improve the Common Areas and/or Mill Creek as provided in the Declaration.

6.2 Duties. It shall be the duty of the Board to do the following:

6.2.1 Minutes. Cause to be kept minutes of all its acts and corporate affairs.

6.2.2 Supervision of Officers, Agents and Employees. Supervise all officers, agents and employees of the Association.

6.2.3 Annual Budget. Prepare an annual budget, as required by Section 720.303(6), Florida Statutes.

6.2.4 Financial Reports. Prepare financial reports required by the Florida Statutes.

6.2.5 Voting. Exercise all powers to vote, except where the Declaration, Articles, or these By-Laws specifically require a vote of the Members.

6.2.6 Roster. Prepare a roster of Owners and the assessments applicable thereto which shall be kept in the office of the Association fully and shall be open to inspection by any Member at reasonable times.

6.2.7 Official Records. Maintain the Official Records of the Association, as required by Section 720.303(4), Florida Statutes.

6.2.8 Other Duties. Do all other things required by the Florida Statutes.

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

6.4 Limitations.

6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date. Until the Turnover Date, Developer shall have and is hereby granted a right, in Developer's sole discretion, to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or by the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used

to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association. Prior to the Turnover Date, no action authorized by the Association, the Board, the ACC or any committee shall become effective, nor shall any action, policy or program be implemented until and unless:

6.4.1.1 Notice. Developer shall have been given written notice, in accordance with Sections 3.4 and/or 5.7 of these By-Laws, as applicable, of all meetings of the Association, the Board, the ACC or any committee, which notice includes a summary of such proposed action, policy or program and which notice is delivered by professional courier with receipt at the address Developer has registered with the Secretary of the Association, as such address may change from time to time.

6.4.1.2 Opportunity to be Heard. Developer shall be given the opportunity at all such meetings to join in or to have its representatives or agents join in discussion from the floor of any proposed action, policy or program to be implemented by the Association, the Board, the ACC or any committee.

No action, policy or program subject to the right of disapproval set forth in these By-Laws shall become effective or be implemented until and unless the requirements of this Section 6.4 have been met.

Developer, its representatives or agents shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. Developer, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. Developer shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. As long as Developer owns any property within Mill Creek, this Section 6.4 may not be amended by any party or entity without the prior written approval of Developer.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, the Articles, and these By-Laws, shall discharge such duties as necessary to operate the Association and pursuant to the Declaration, including, without limitation, the following:

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

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

7.3 Assessment and Fines. Fix and collect the amount of the Assessments against, or due from, each Owner including, without limitation, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members.

7.4 Enforcement.

7.4.1 Issue, or to cause an appropriate offer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to the Association. A reasonable charge may be made by the appropriate officer or agent for the issuance of the certificate. If the certificate states that Assessments have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

7.4.2 Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;

7.4.3 Administer the reconstruction after casualty of improvements on the Common Areas, as required;

7.4.4 Operate, maintain, repair and replace the Common Areas; and

7.4.5 Enforce the provisions of the Declaration, the Articles, these By-Laws, and Rules and Regulations promulgated by the Association.

8. Officers and Their Duties.

8.1 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, as well as such other officers as may be deemed necessary or appropriate by the Board.

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

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

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

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

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

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

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

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

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

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep the official records of the Association required pursuant to Section 720.303(4), Florida Statutes, including, without limitation, appropriate current records showing the names of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

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

9. Committees.

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

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC as provided in the Declaration, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

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

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

12. Amendments.

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

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

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

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

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

15. Miscellaneous.

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

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

WPB_ACTIVE 5788126.2

THIS IS NOT AN
OFFICIAL COPY

EXHIBIT 4

SFWMD PERMITS

[See attached]

WPB_ACTIVE 5788129.4

THIS IS NOT AN
OFFICIAL COPY



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

CON 24-06

Application No.: 130322-6
General Permit No.: 06-06665-W

July 12, 2013

MILL CREEK AT COOPER CITY L L C
825 CORAL RIDGE DRIVE
CORAL SPRINGS, FL 33071

THIS IS NOT AN OFFICIAL COPY

Dear Permittee:

SUBJECT: General Water Use Permit No.: 06-06665-W
Project: MILL CREEK AT COOPER CITY
Location: BROWARD COUNTY, S31/T50S/R41E
Permittee: MILL CREEK AT COOPER CITY L L C

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for landscape irrigation of 1.65 acres of turf using a sprinkler irrigation system. Withdrawals are from the on-site lake via one proposed withdrawal facility.

Application Number: 130322-6
 MILL CREEK AT COOPER CITY L L C
 July 12, 2013
 Page 2

Date Of Issuance: July 12, 2013

Expiration Date: July 12, 2033

Water Use Classification: Landscape

Total Serviced Acreage: 1.65 (1.65 acres of turf)

Water Use Permit Status: Proposed

Environmental Resource Permit Status: Modification To Permit 78-00022-S, Proposed
 Concurrently With Application No. 130321-12.
 Modification To Permit 06-00151-S, Proposed
 Concurrently With Application No. 130321-12.

Right Of Way Permit Status: Not Applicable.

Surface Water From: On-site Lake(s)

Permitted Allocation(s):
Annual Allocation: 2,182,700 Gallons
Maximum Monthly Allocation: 310,400 Gallons

Proposed Withdrawal Facilities - Surface Water

Source: On-site Lake(s)
 1 - 3" X 5 HP X 80 GPM Centrifugal Pump

Rated Capacity	Status Code	GPM	MGD	MGM	MGY
Source(s)					
On-site Lake(s)	P	80	0.12	3.5	42
Totals:		80	0.12	3.5	42


Application Number: 130322-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 3

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

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 12th day of July, 2013, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,


Karin A. Smith, P.G.
Section Leader
Water Use Bureau

KAS /hb

Enclosure

- c: Central Broward Drainage District
- Div of Recreation and Park - District 7
- FDEP
- Schnars Engineering Corporation

THIS IS NOT AN
OFFICIAL COPY

Application Number: 130322-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 4

Limiting Conditions

1. This permit shall expire on July 12, 2033.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Landscape Irrigation

4. Source classification is:

Surface Water from:
On-site Lake(s)

5. Total annual allocation is 2.1827 MG.

Total maximum monthly allocation is .3104 MG.

These allocations represent the amount of water required to meet the water demands as a result of rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1 in 10 year drought event. If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

- (a) All other conditions of the permit are met; and
- (b) The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

THIS IS NOT AN OFFICIAL COPY

Application Number: 130322-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 5

Limiting Conditions

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Mill Creek at Cooper City, LLC
825 Coral Ridge Drive
Coral Springs, FL 33071

7. Withdrawal Facilities:

Surface Water - Proposed:

1 - 3" x 5 HP X 80 GPM Centrifugal Pump

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

Application Number: 130322-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 6

Limiting Conditions

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions.

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 6

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(B) Reduction in water levels that harm the hydroperiod of wetlands,

(C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(D) Harmful movement of contaminants in violation of state water quality standards, or

(E) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

12. Authorized representatives of the District, with advance notice to the permittee, shall be permitted to enter, inspect, and observe the permitted system to determine compliance with permit conditions.

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.

15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Division, MSC 9611, P.O. Box 24680, West Palm Beach, FL 33416-4680.

16. The Permittee is advised that this Permit does not relieve the Permittee of complying with all county, state, and federal regulations governing these operations, maintenance, and reclamation of the borrow pit.

17. All dewatering water shall be retained on the Permittee's land. Off-site discharge of dewatering effluent shall not be made.

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 7

Limiting Conditions

18. The excavation shall be constructed using sound engineering practice. If the excavation endangers the properties of adjacent owners through erosion, side wall collapse, etc., the Permittee shall cease operation upon notification by the District until a method to prevent such occurrences is found and instituted.
19. Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.
20. Permittee shall be responsible for clearing shoaling if the Permittee's dewatering operation creates shoaling in adjacent water bodies.
21. Permittee shall comply with turbidity and general water quality standards for surface discharge into receiving streams, as established by Chapter 62-302, Florida Administrative Code.
22. Permittee shall not lower the water table below the following depths:
20 feet below land surface (-12.4 feet NGVD)
23. A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.
24. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 8

Limiting Conditions

25. Dewatering Commencement Notification - At least 72 hours prior to initial dewatering, the Permittee shall notify the District that dewatering is about to commence and verify all precautions are in place prior to project commencing with pumping operation, including:

A) The location and design of the recharge trenches and on-site retention areas where dewatering water will be retained.

B) The location of monitoring facilities, and

C) Other site-specific issues related to the protection of the resource or other existing legal users.

Failure of the permittee or his representative contractor to notify the District before dewatering is initiated will result in enforcement action.

If necessary, the District shall conduct a site visit.

Notification of commencement of dewatering can be made by contacting:

Andy Morales at (561) 682-6927 or 1-800- 432-2045, extension 6927.

26. Dewatering is authorized by this permit for a duration of one year from the date provided to the District by the Permittee in accordance with the notification requirements as stated in the Limiting Conditions of this permit.

27. The Permittee shall conduct dewatering activities in adherence to the following operating plan: Dewatering is for the installation of a lake and utility lines for the Mill Creek Project. A backhoe will be used for the excavation and a well point system will be used for the dewatering. All dewatering effluent will be retained on-site in the sediment traps as shown in Exhibit 4A.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

Filing Instructions

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

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

Initiation of an Administrative Hearing

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

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

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

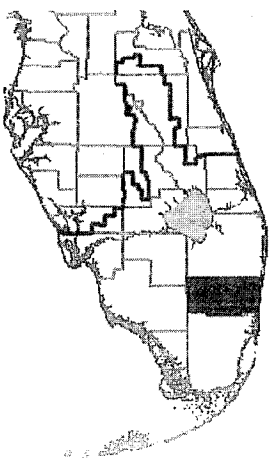
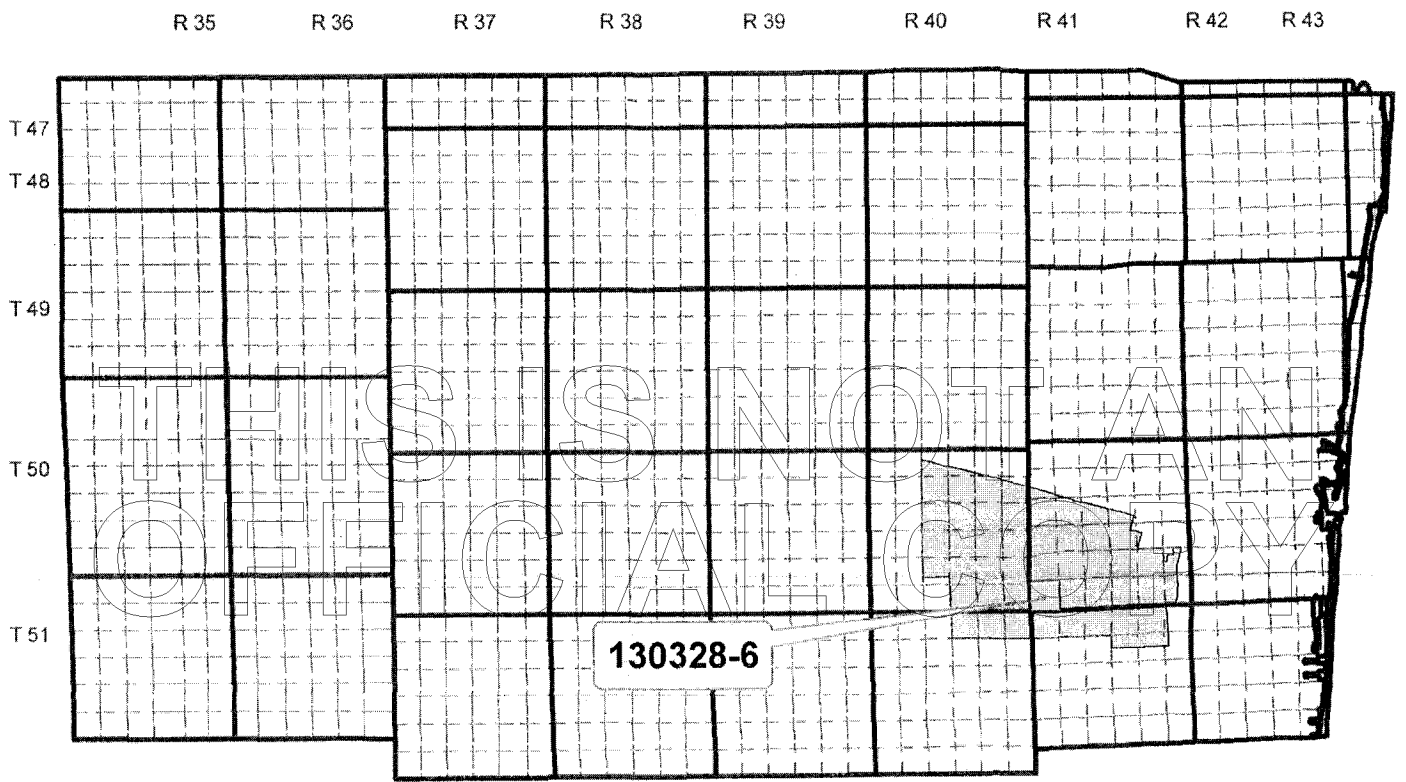
If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

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

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.



BROWARD COUNTY, FLORIDA

 CENTRAL BROWARD WATER CONTROL DISTRICT selection

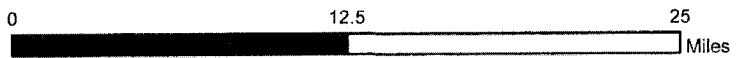
Application Number: 130328-6

Map Date: 2013-07-10

Permit Number: 06-06666-W

Sec 31 / Twp 50 / Rge 41

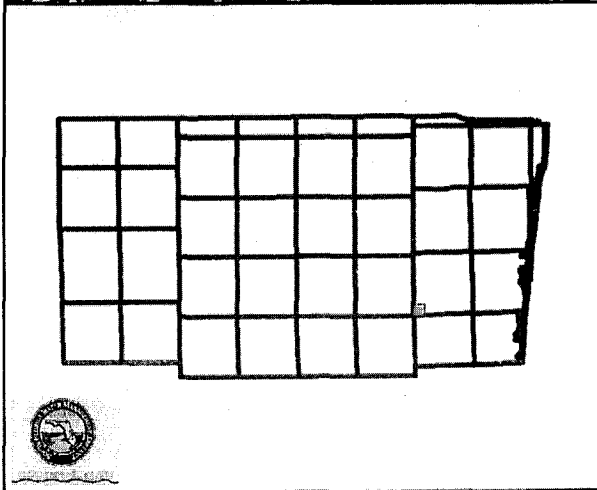
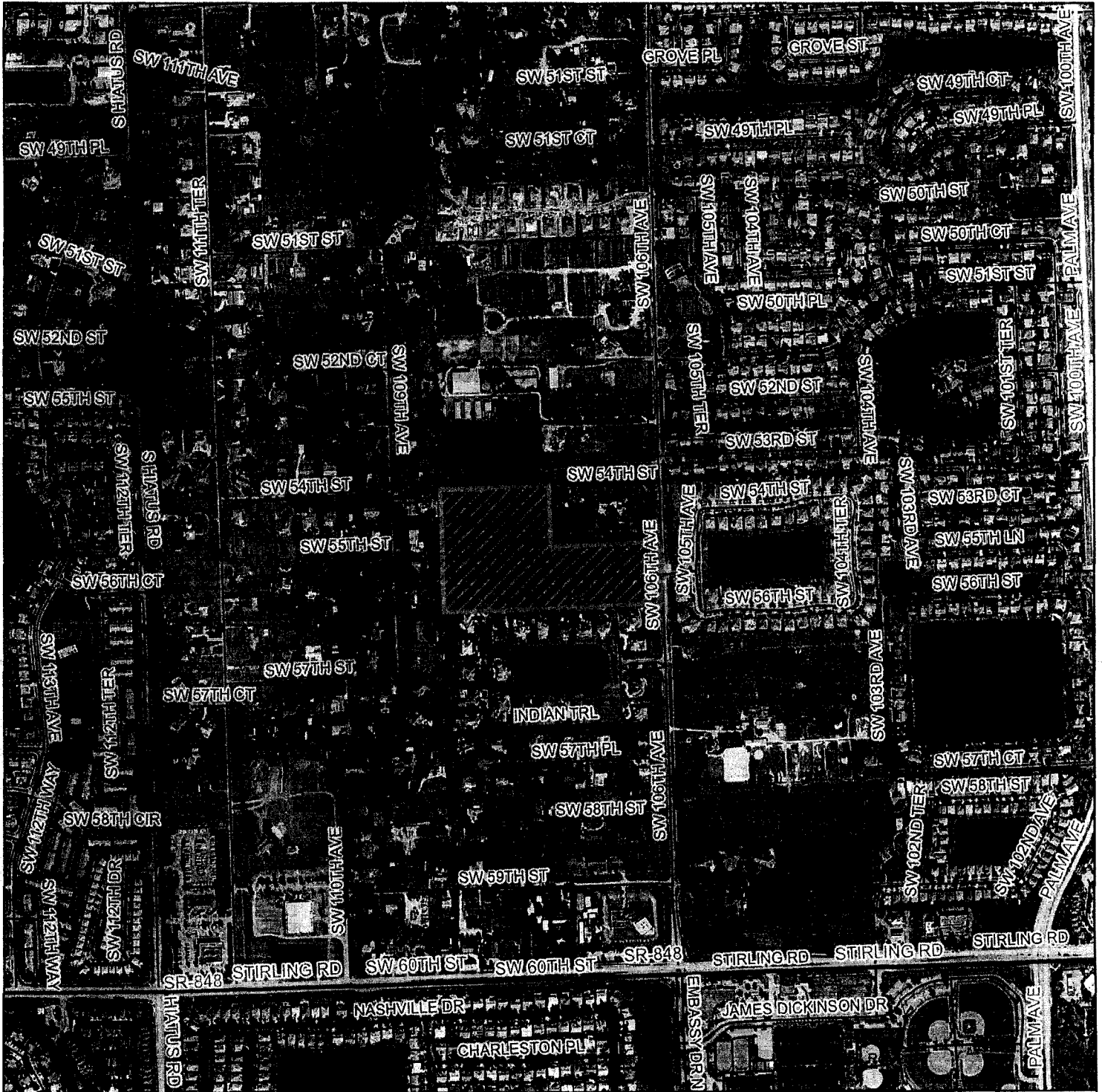
Project Name: MILL CREEK AT COOPER CITY



N




Exhibit No: 1



BROWARD COUNTY, FLORIDA

Legend

 Application

N

 Map Date: 2013-07-10

Application Number: 130328-6

Permit Number: 06-06666-W

Sec 31 / Twp 50 / Rge 41

Project Name: MILL CREEK AT COOPER CITY

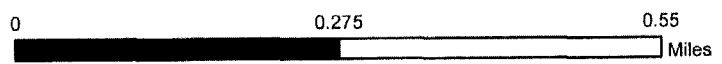
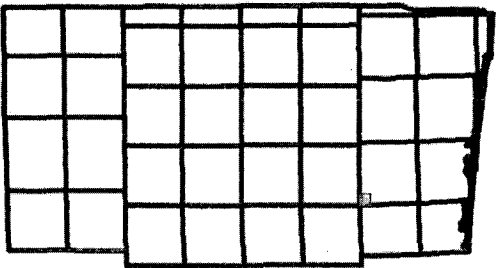
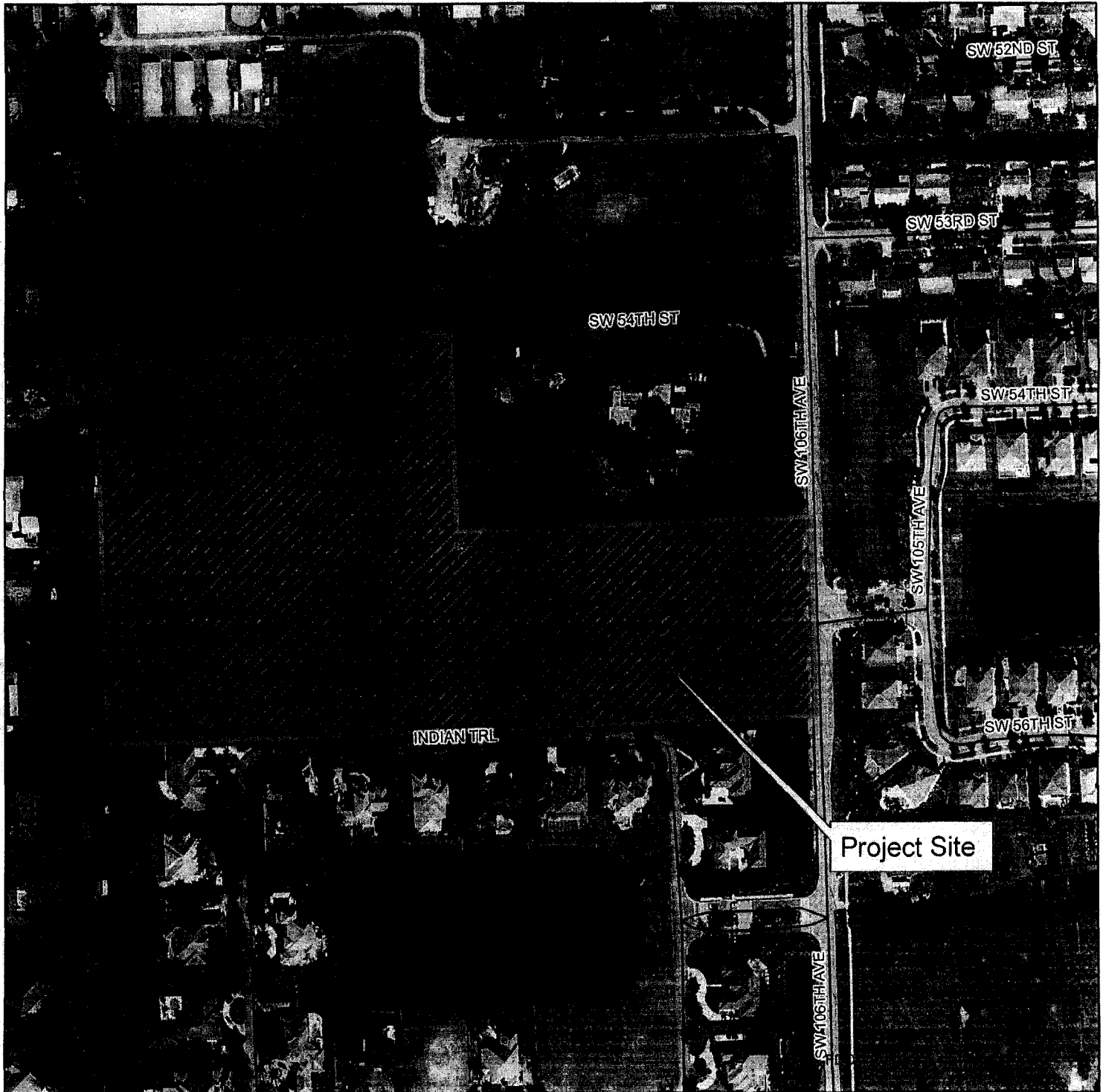



Exhibit No: 2



BROWARD COUNTY, FLORIDA

Legend

 Application

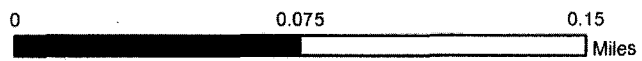
Application Number: 130328-6

Map Date: 2013-07-10

Permit Number: 06-06666-W

Sec 31 / Twp 50 / Rge 41

Project Name: MILL CREEK AT COOPER CITY



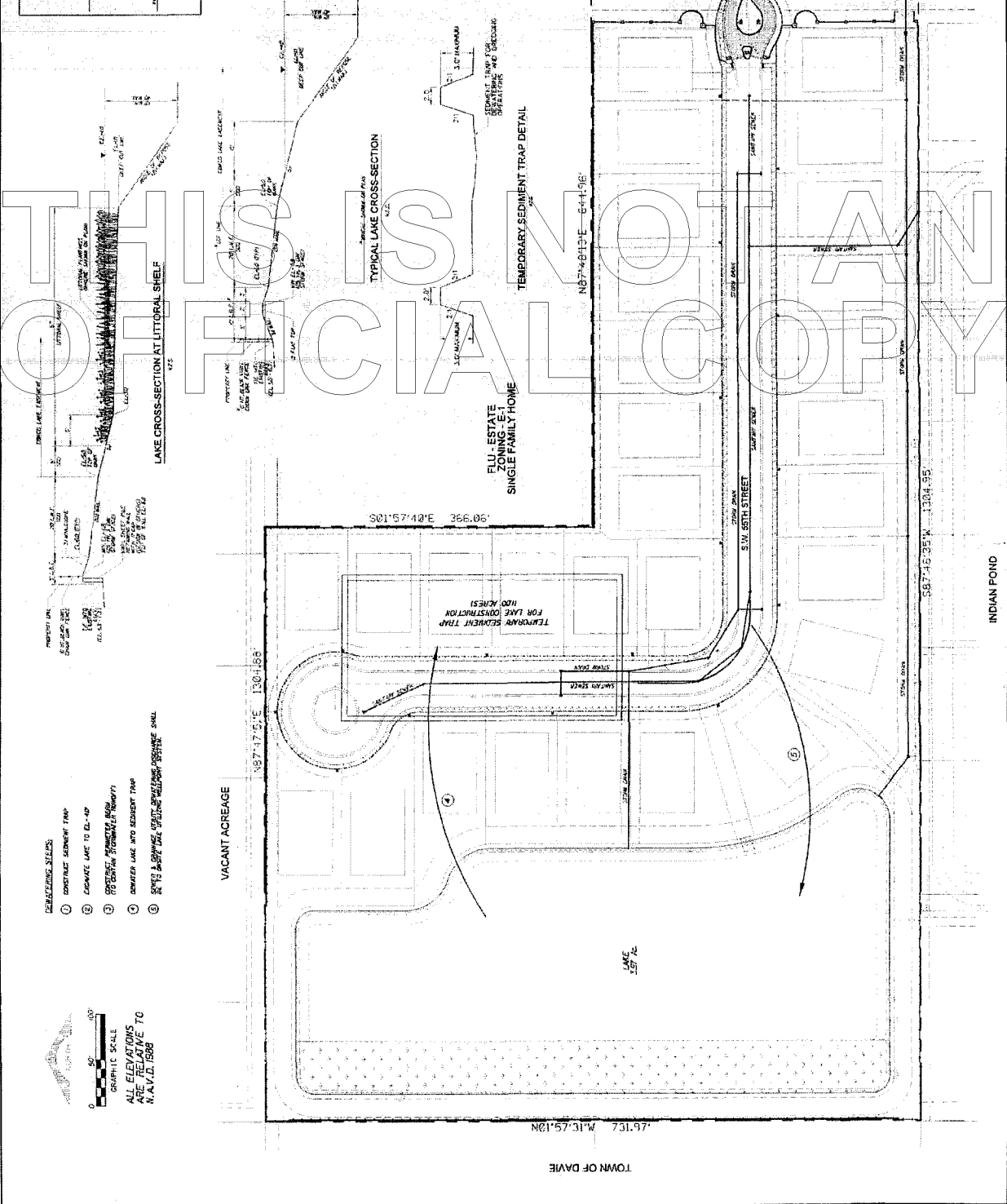
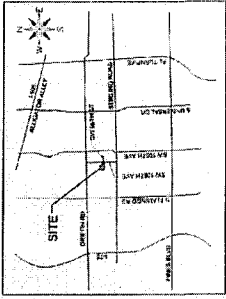
N



Exhibit No: 3

130328-6

<p>SCHNARS ENGINEERING CORPORATION 8540 Dickinson Road Boca Raton, FL 33433 TEL: (561) 241-6155 FAX: (561) 241-6152 CERTIFICATE OF AUTHORIZATION #2683</p>	PROJECT: MILL CREEK AT COOPER CITY TOWN OF DAVIE	COUNTY: COOPER CITY STATE: FLORIDA
	DEWATERING PLAN	SHEET 1 OF 1 DESIGNED: JTS CHECKED: JMS DATE: 02/20/13



- DEWATERING SEALS**
1. CONSTRUCT SEDIMENT TRAP
 2. ELEVATE LAKE TO EL-40
 3. REPAIR/REPLACE EXISTING PERIMETER SEALS
 4. DOWATER LAKE INTO SEDIMENT TRAP
 5. REPAIR/REPLACE EXISTING PERIMETER SEALS

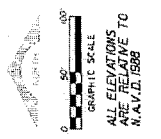
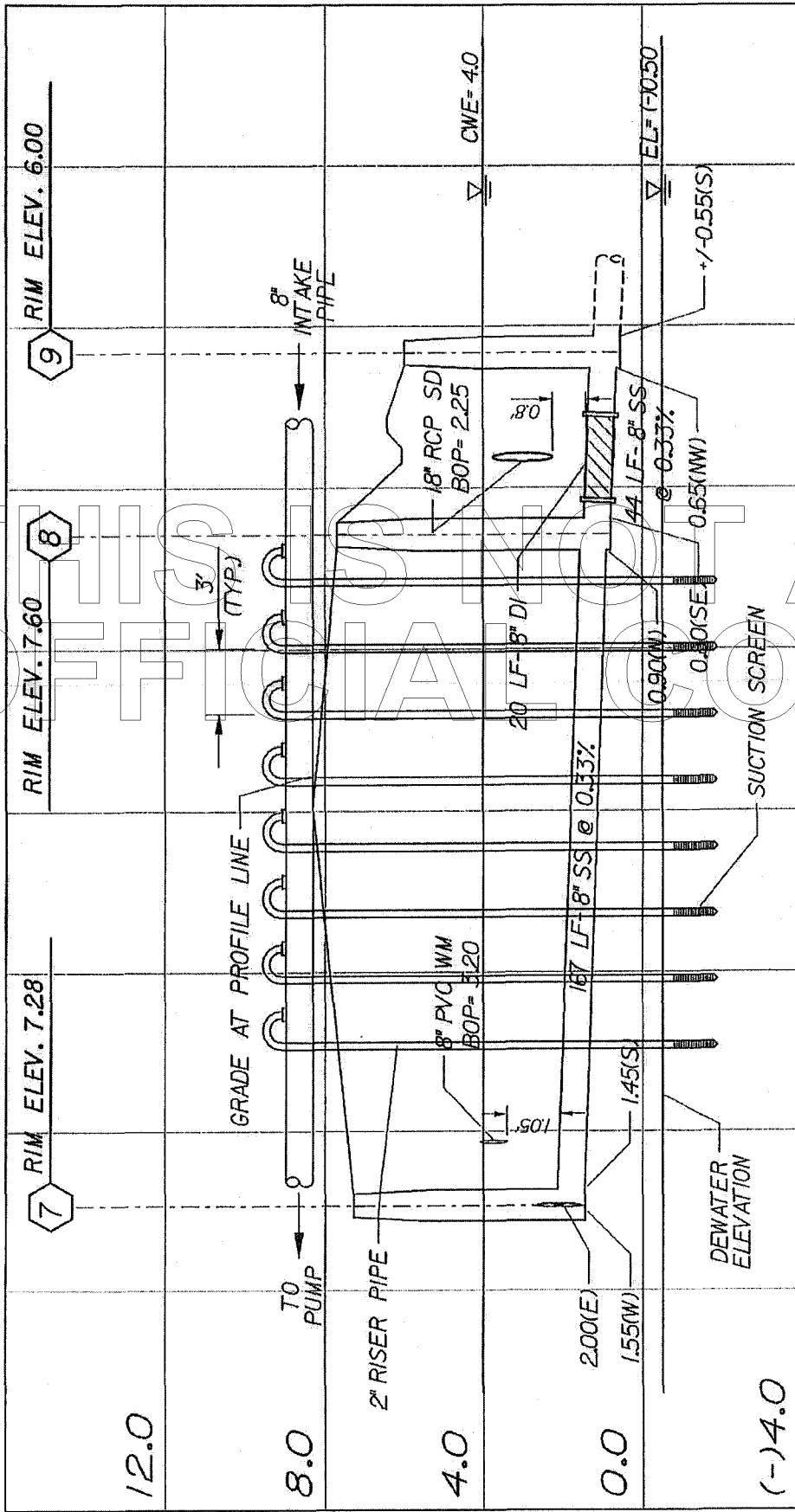


EXHIBIT 4A



SCALE:
 1"=40' HORIZ.
 1"=4' VERT.

DEEPEST SEWER

ALL ELEVATIONS ARE
 RELATIVE TO NGVD 1929.

JOB NO.	12224
DRAWN	RJD
DESIGNED	JTS
CHECKED	JWM
O.C.	JTS
SHEET	1 of 1

TASK: **WELL POINT DEWATERING EXHIBIT**

PROJECT: **MILL CREEK AT COOPER CITY**
 COOPER CITY, FLORIDA

SCHNARS
 ENGINEERING CORPORATION
 9464 Clint Moore Road
 Boca Raton, Florida 33437
 Certificate of Authorization #15650
 Tel: (561) 241-5155
 Fax: (561) 241-5152

Application Number: 130322-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 7

Limiting Conditions

13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: SFWMD, Regulatory Support Division, MSC 9611, P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. The permittee shall comply with Mandatory Year-Round Landscape Irrigation Conservation Measures, as established by Chapter 40E-24, F.A.C. The Permittee is advised that this Permit does not relieve the Permittee of complying with all county or municipal ordinances concerning lawn and landscape irrigation.
18. If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water. Reclaimed water is considered available when an agreement has been executed between both parties, the transmission lines are constructed to the project site, and the necessary on-site modifications and authorizations are obtained.

NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

Filing Instructions

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

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

Initiation of an Administrative Hearing

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

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

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

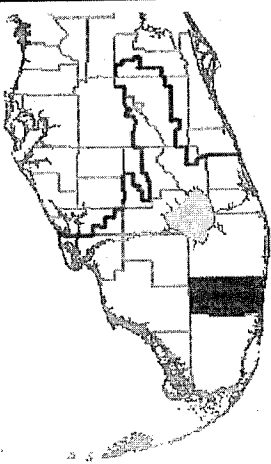
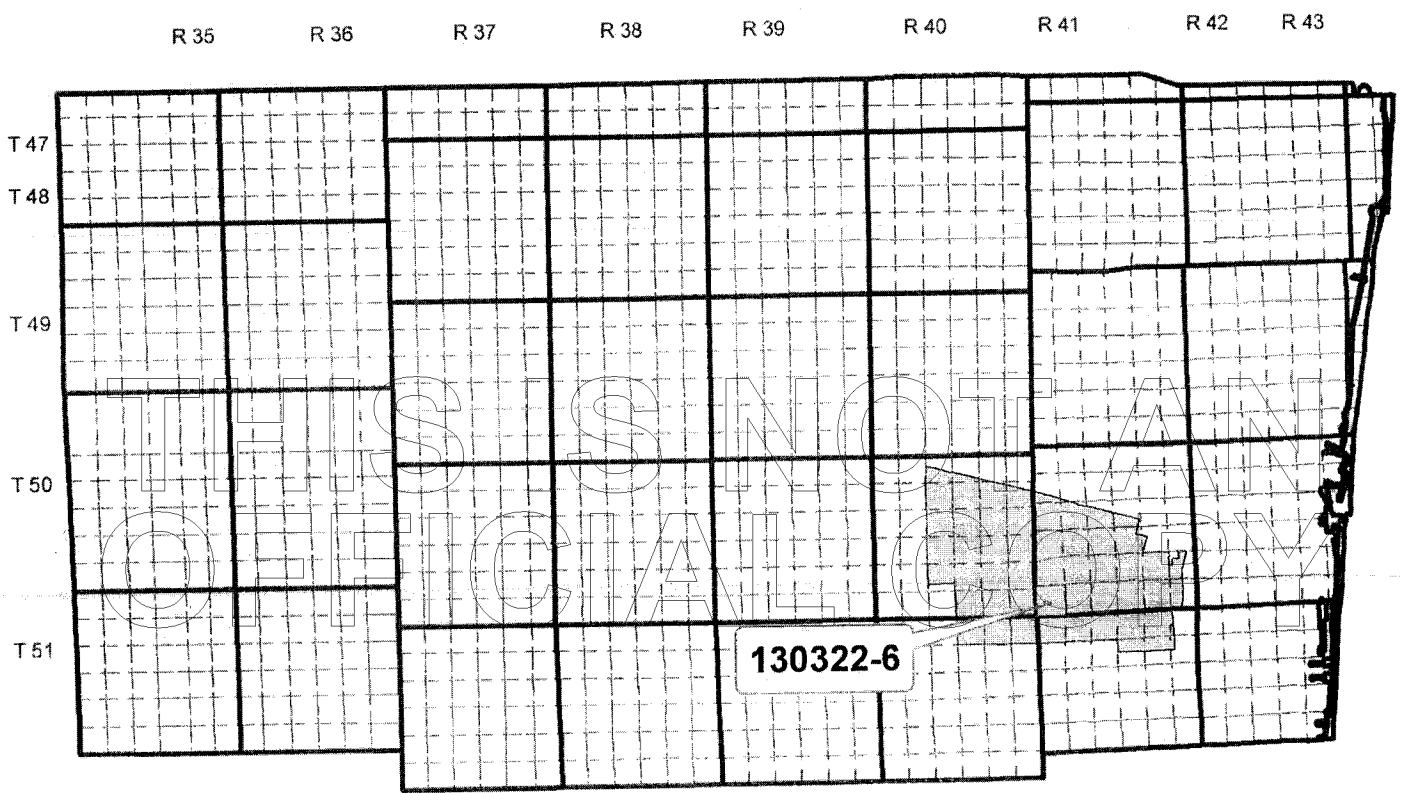
If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

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

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.



BROWARD COUNTY, FLORIDA

 CENTRAL BROWARD WATER CONTROL DISTRICT selection

Application Number: 130322-6

Map Date: 2013-07-10

Permit Number: 06-06665-W

Sec 31 / Twp 50 / Rge 41

Project Name: MILL CREEK AT COOPER CITY

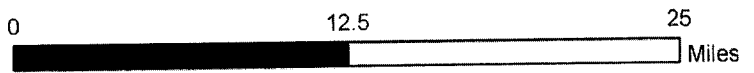


Exhibit No: 1



BROWARD COUNTY, FLORIDA

Legend

 Application

Map Date: 2013-07-10

Application Number: 130322-6

Permit Number: 06-06665-W

Sec 31 / Twp 50 / Rge 41

Project Name: MILL CREEK AT COOPER CITY

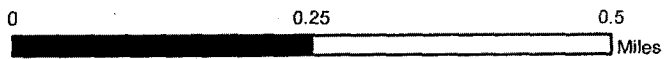
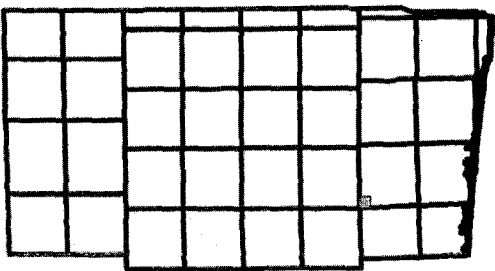
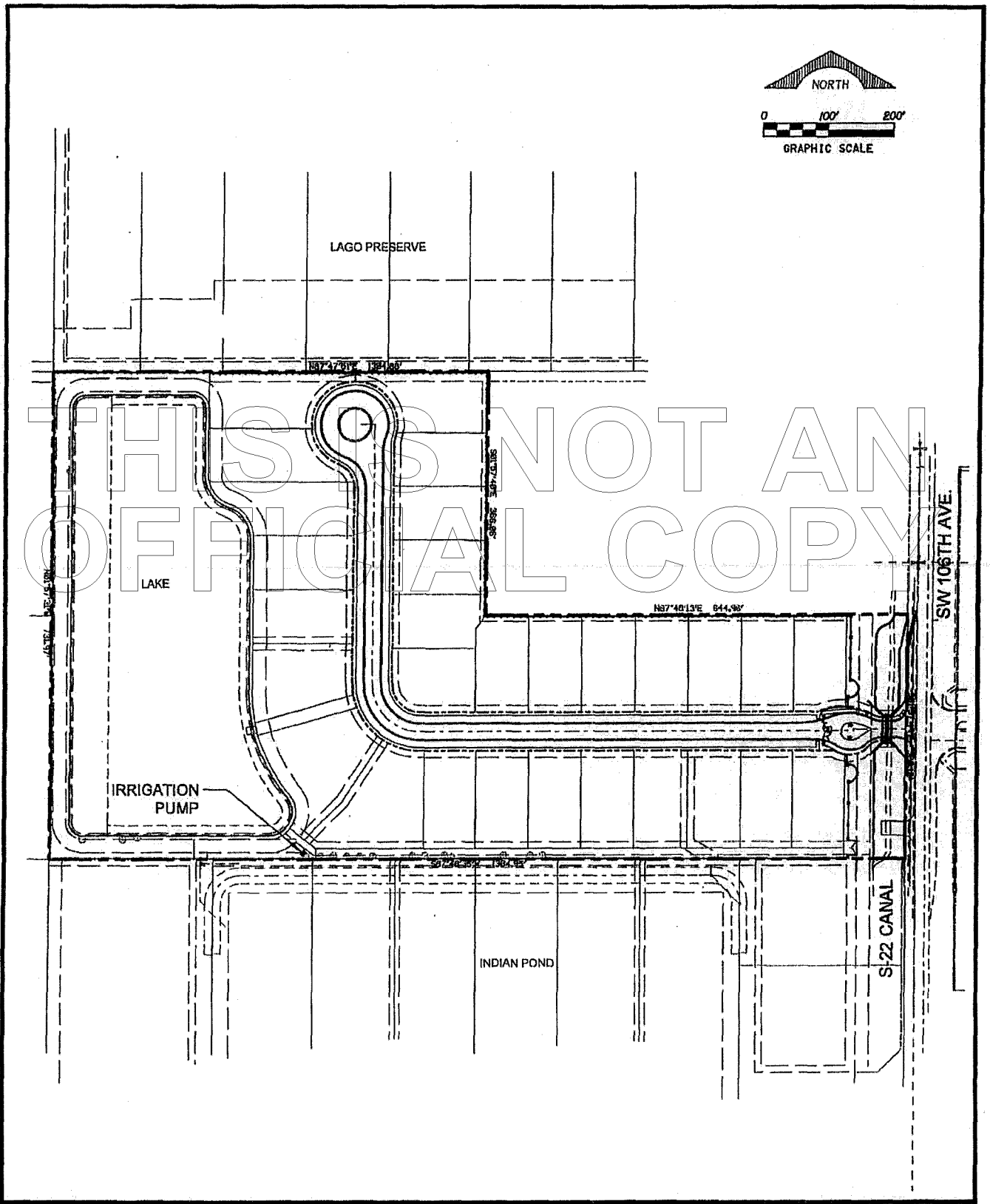


Exhibit No: 2





SCHNARS
ENGINEERING CORPORATION
 849A Clint Moore Road
 Boca Raton, Florida 33487
 Certificate of Authorization #6630

PROJECT:	MILL CREEK AT COOPER CITY COOPER CITY, FLORIDA
TASK:	SITE MAP SFWMD IRRIGATION WATER USE PERMIT

JOB NO.	12124
DRAWN	RAD
DESIGNED	JWM
CHECKED	JTS
D.C.	JWM
SHEET	1 of 1

EXHIBIT 3

SCANNED 03/22/2013 16:16 CMW

TABLE - B
Description Of Surface Water Pumps

Application Number: 130322-6

Pump ID	265203
Name	Pump
Map Designator	
Facility Group	
Existing/Proposed	P
Pump Type	Centrifugal
Diameter(Inches)	3
Pump Capacity(GPM)	80
Pump Horse Power	5
Two Way Pump ?	N
Elevation (ft. NGVD)	8
Planar Location	
Source	
Feet East	888998
Feet North	624645
Accounting Method	None
Use Status	Primary
Water Use Type	Irrigation
Surface Water Body	On-site Lake(s)

THIS IS NOT AN OFFICIAL COPY

Calculations Of Irrigation Requirements

APPLICATION NUMBER: 130322-6

RAINFALL STATION: Ft. Lauderdale
 IRRIGATION SYSTEM: Sprinkler
 PARCEL ACREAGE: 1.65
 LAND USE: Landscape

CROP: Turf
 SOIL TYPE: 0.4
 PARCEL NAME:
 IRR. MULTIPLIER: 1.3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	2.86	2.52	2.90	4.12	6.28	9.02	6.39	6.90	8.21	8.40	3.96	2.52	64.08
EVAPOTRANSPIRATION	2.06	2.35	3.93	5.30	6.80	7.51	7.91	7.56	6.44	5.11	3.38	2.41	60.76
AVG. EFFECTIVE RAIN	1.13	1.03	1.27	1.86	2.91	4.12	3.15	3.29	3.59	3.39	1.62	1.03	28.39
DROUGHT RAINFALL	0.93	0.84	1.04	1.53	2.39	3.38	2.58	2.70	2.94	2.78	1.33	0.84	23.28
AVERAGE IRRIGATION	0.93	1.32	2.66	3.44	3.89	3.39	4.76	4.27	2.85	1.72	1.76	1.38	32.37
DROUGHT IRRIGATION	1.13	1.51	2.89	3.77	4.41	4.13	5.33	4.86	3.50	2.33	2.05	1.57	37.48

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 37.48 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

$37.48 \text{ IN} \times 1.65 \text{ AC} \times 1.3 \times 0.02715 \text{ MG/AC-IN} = 2.18 \text{ MG}$

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 5.33 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

$5.33 \text{ IN} \times 1.65 \text{ AC} \times 1.3 \times 0.02715 \text{ MG/AC-IN} = 0.31 \text{ MG}$

TOTAL ANNUAL DEMAND: 2.18 MG

TOTAL MAXIMUM MONTHLY DEMAND: 0.31 MG

THIS IS NOT AN OFFICIAL COPY

Modeling Scenario Description

Project Name: MILL CREEK AT COOPER CITY Application Number: 130322-6 Version: 2.0 Scenario: 1

Model Name: This is non-equilibrium flow Model Type: Analytical

Comments: Max drawdown 0.3 feet at well. 0.1 line just over property line. no contermination within cone of depression.

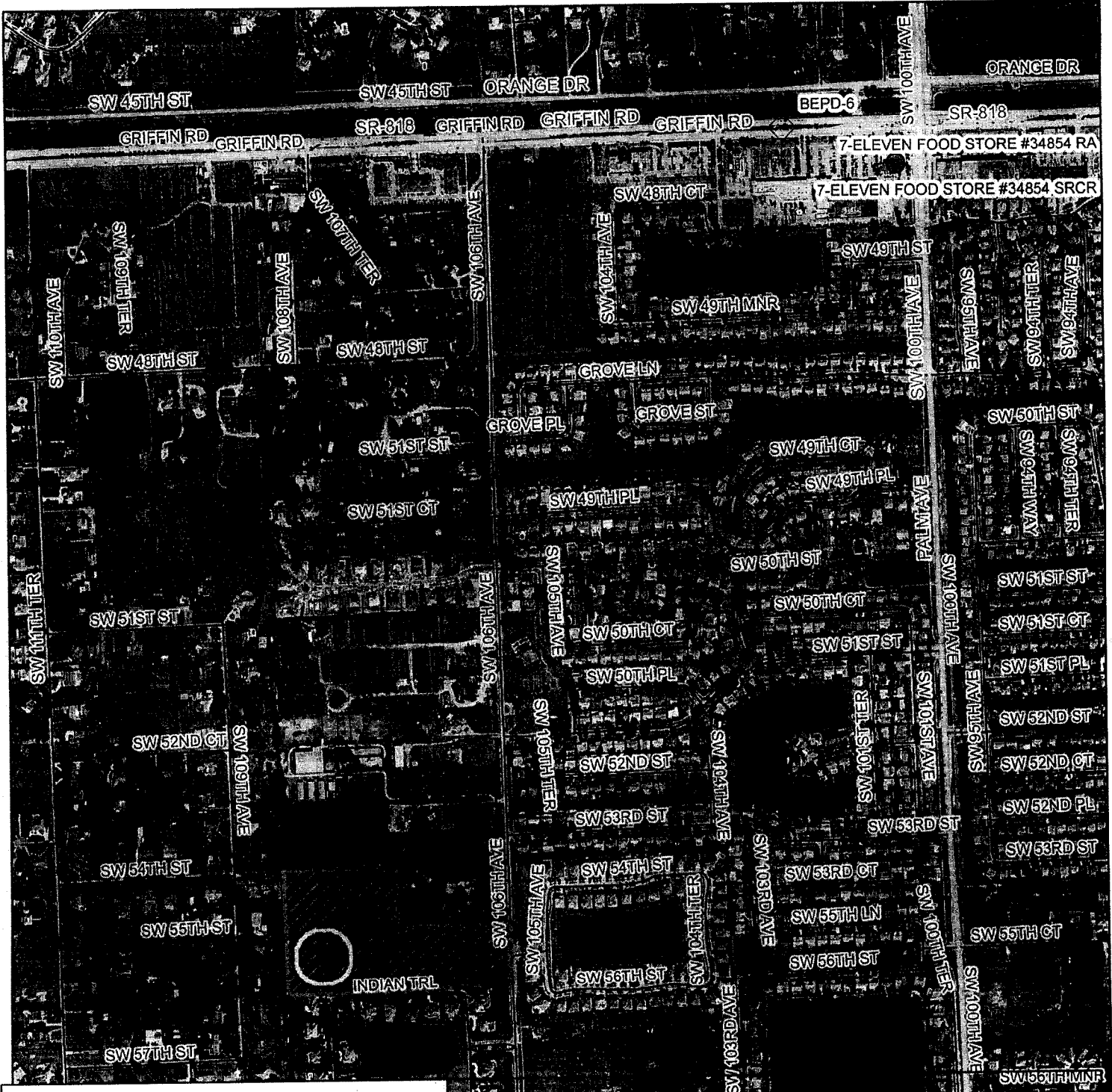
Input Parameters

Dataset Name	Value	Unit	Comments
Transmissivity	25464	GPD/Ft	1 well located within 1 mile of site.
Storage coefficient	0.1	Dimensionless	
Duration of Pumping	90	Days	

Withdrawals


Source	Type	Facility ID	Name	Planar Location	North (feet)	East (feet)	Withdrawn (gpd)	Comments
On-Site Lake(S)	SW	265203	Pump		624645	888998	6000	

THIS IS NOT AN OFFICIAL COPY



BROWARD COUNTY, FLORIDA

Legend

 Application

Map Date: 2013-07-10

Application Number: 130322-6

Permit Number: 06-06665-W

Sec 31 / Twp 50 / Rge 41

Project Name: MILL CREEK AT COOPER CITY

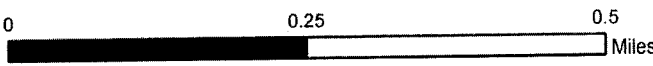
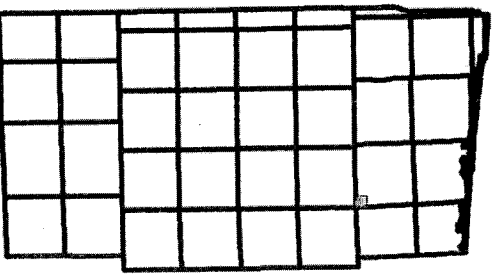


Exhibit No: 7





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

CON 24-06

Application No.: 130328-6

General Permit No.: 06-06666-W

July 12, 2013

MILL CREEK AT COOPER CITY L L C
825 CORAL RIDGE DRIVE
CORAL SPRINGS, FL 33071

Dear Permittee:

SUBJECT: **General Water Use Permit No.:** 06-06666-W
Project: MILL CREEK AT COOPER CITY
Location: BROWARD COUNTY, S31/T50S/R41E
Permittee: MILL CREEK AT COOPER CITY L L C

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Dewatering General Water Use Permit for short-term dewatering for the installation of an on-site lake and utility lines for the Mill Creek Project. The project location is depicted in Exhibits 1, 2, and 3. Dewatering details, dewatering plan, and profile are provided in Exhibits 4A through 4B. Actual dewatering activities are expected to require less than 90 days. The maximum daily pumpage is expected to require approximately 3 million gallons, the average allocation is expected to be 1 million gallon a day, and the total project pumpage is not expected to exceed 142.56 million gallons. The maximum extent of dewatering is approximately 20 feet below land surface (-12.4 feet NGVD) for the lake and 8.5 feet below land (-0.5 feet NGVD) for the utility lines. Dewatering schedule and pumpage calculation are provided in Exhibit 4C. All dewatering effluent will be retained on-site in the sediment traps as shown in Exhibit 4A. Previously existing wetlands located on the project site have been authorized for impact by Environmental Resource Permit No. 06-06686-P (Application No. 130321-12). There are no State jurisdictional wetlands located within or affected by the proposed water use.

At least 72 hours prior to initial dewatering, the Permittee shall notify Andy Morales at (561) 682-6927 or 1-800- 432-2045, extension 6927, that dewatering is about to commence. A copy of the permit is required to be kept on site at all times during dewatering operations by the site manager. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations. Pursuant to Limiting Condition 26, dewatering is authorized by this permit for a duration of one year from the start date provided to the District by the Permittee.

Okeechobee Service Center: 3800 N.W. 16th Blvd., Suite A, Okeechobee, FL 34972 (863) 462-5260
Lower West Coast Service Center: 2301 McGregor Boulevard, Fort Myers, FL 33901 (239) 338-2929
Orlando Service Center: 1707 Orlando Central Parkway, Suite 200, Orlando, FL 32809 (407) 858-6100

Application Number: 130328-6
 MILL CREEK AT COOPER CITY L L C
 July 12, 2013
 Page 2

Date Of Issuance: July 12, 2013

Expiration Date: July 12, 2015

Water Use Classification: Dewatering

Water Use Permit Status: Proposed

Environmental Resource Permit Status: Modification To Permit 78-00022-S, Proposed
 Concurrently With Application No. 130321-12.
 Modification To Permit 06-00151-S, Proposed
 Concurrently With Application No. 130321-12.

Right Of Way Permit Status: Not Applicable.

Surface Water From: Water Table aquifer

Permitted Allocation(s):
 Annual Allocation: 142,560,000 Gallons
 Maximum Monthly Allocation: 120,280,000 Gallons
 Maximum Daily Allocation: 3,880,000 Gallons

Proposed Withdrawal Facilities - Surface Water

Source: Water Table aquifer
 2 - 8" X 75 HP X 2100 GPM Hydraulic Pumps

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
Water Table aquifer	P	4,200	6.05	183.9	2,208
Totals:		4,200	6.05	183.9	2,208

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 3

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

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 12th day of July, 2013, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



Karin A. Smith, P.G.
Section Leader
Water Use Bureau

KAS /hb

Enclosure

- c: Central Broward Drainage District
- Div of Recreation and Park - District 7
- FDEP
- Schnars Engineering Corporation

THIS IS NOT AN OFFICIAL COPY

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 4

Limiting Conditions

1. This permit shall expire on July 11, 2015.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Dewatering water supply

4. Source classification is:

Surface Water from:
Water Table aquifer

5. Permittee shall not withdraw more than 1800 million gallons in the duration of this permit, nor more than 10 million gallons per day.
6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Mill Creek at Cooper City, LLC
825 Coral Ridge Drive
Coral Springs, FL 33071

7. Withdrawal Facilities:

Surface Water - Proposed:

2 - 8" x 75 HP X 2100 GPM Hydraulic Pumps

Application Number: 130328-6
MILL CREEK AT COOPER CITY L L C
July 12, 2013
Page 5

Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(A) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(B) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(A) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(B) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(C) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD PERMIT NO. 06-06686-P
DATE ISSUED: July 30, 2013**

Form #0941
08/95

PERMITTEE: MILL CREEK AT COOPER CITY L L C
825 CORAL RIDGE DRIVE
CORAL SPRINGS, FL 33071

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve a 15.97 acre residential project known as Mill Creek at Cooper City.

PROJECT LOCATION: BROWARD COUNTY, SEC 31 TWP 50S RGE 41E

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

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 130321-12, dated March 21, 2013. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

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

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6).
3. the attached 16 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 4 Exhibit(s)

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 30th day of July, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY: *Anita R. Bain*
Anita R. Bain
Bureau Chief - Environmental Resource Permitting
Regulation Division

THIS IS NOT AN OFFICIAL COPY

PROD

11:15

Scanned 07/30/2013

Scanned