

amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section may not be amended without Declarant's prior written consent.

Section 19. DECLARANT'S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in The Village at Victoria Park Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Additionally, in the event Declarant changes the zoning of the Property or any portion thereof to a use other than single-family residential and amends this Declaration or creates a sub-declaration, in order to insure representation on the Board for various groups having dissimilar interests, Declarant reserves the right to establish voting groups for election of Directors to the Board. In such event, each voting group shall be entitled to elect one (1) or more Director(s) to the Board. Each voting group may have different voting rights as determined by Declarant.

In the event Declarant establishes other uses of or for the Property as aforesaid, Declarant reserves the right to change the method pursuant to which Assessments are shared among the Lots and other portions of the Property. The expenses may be divided among each type of property use (e.g., single-family residential, multi-family residential and commercial) based upon, but not necessarily proportional to, the percentage of each type of property use, the level of services received by each type of property use and other relevant factors as determined by Declarant. Additionally, expenses which specifically relate to a specific property use will only be assessed against that type of property. The percentages for each type of property will be based upon the total acreage of the Property.

The portion of the anticipated Operating Expenses which are assessed against the single-family residential property shall be based on percentages set forth by the Declarant and shall be divided equally among the contributing Lots or units by dividing such portion of the Operating Expenses which are being assessed to the single-family residential property by the total number of contributing Lots or units, and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots.

The portion of the anticipated Operating Expenses which are assessed against the multi-family residential property shall be based on percentages set forth by the Declarant and shall be divided equally among the contributing multi-family units by dividing such portion of the Operating Expenses which are being assessed to the multi-family residential property by the total number of contributing units and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots.

The portion of the anticipated Operating Expenses which are assessed against the commercial property shall be based on percentages set forth by Declarant and shall be divided among the owners of the commercial property based upon a fractional formula, the numerator of which is the total square feet of buildings and paved areas of each commercial parcel and the denominator of which is the total square feet of all buildings and paved areas.

Section 20. ADDITIONAL DISCLOSURES. Each Owner, by acceptance of a deed or title to a Lot acknowledges and agrees as follows:

A. SCHOOL ASSIGNMENTS. THE BROWARD COUNTY SCHOOL BOARD ("SCHOOL BOARD") HAS FULL DECISION MAKING POWERS TO MODIFY OR CHANGE PUBLIC SCHOOL ASSIGNMENTS AT ANY TIME. ASSIGNMENTS AND BOUNDARIES ARE CURRENTLY RE-EXAMINED BY THE SCHOOL BOARD ON AN ANNUAL BASIS. SCHOOL AGE CHILDREN MAY NOT BE ASSIGNED TO THE PUBLIC SCHOOL CLOSEST TO THE VILLAGE AT VICTORIA PARK COMMUNITY. BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AN OWNER ACKNOWLEDGES AND AGREES: (I) THAT THERE CAN BE NO ASSURANCES AND DECLARANT AND ITS REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION THAT THE VILLAGE AT VICTORIA PARK COMMUNITY WILL BE INCLUDED BY THE SCHOOL BOARD IN ANY PARTICULAR SCHOOL DISTRICT OR THAT SCHOOL AGE CHILDREN WILL BE ASSIGNED TO ATTEND ANY PARTICULAR SCHOOL; (II) THAT SUCH OWNER HAS NOT RELIED ON ANY VERBAL OR OTHER REPRESENTATION FROM DECLARANT OR ITS REPRESENTATIVES WITH RESPECT TO SCHOOL ASSIGNMENTS; AND (III) THAT SUCH OWNER IS RESPONSIBLE TO MAKE ITS OWN INVESTIGATION OF ANY SUCH MATTERS WITH THE SCHOOL BOARD.

ARTICLE XIV TOWNHOME PROVISIONS

Section 1. GENERAL. The provisions contained in this Article XIV shall only apply to the Townhomes, if any, located within The Village at Victoria Park. The Townhomes shall be subject to these additional provisions in addition to all other provisions contained in this Declaration and the other The Village at Victoria Park Documents and the other Association Documents. The Declarant has the right any at time to record a Supplemental Declaration which imposes additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Townhomes, and any portion of the Property upon which the Townhomes will be located, and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective.

Section 2. COMMON STRUCTURAL ELEMENTS. The Townhome section of The Village at Victoria Park is intended to include buildings ("Building[s]") containing Townhomes, each of which shall contain Common Structural Elements which include, but are not limited to, the following (collectively, the "Common Structural Elements"):

A. Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on, within or under each Building

and which directly or indirectly in any way service more than one (1) Townhome in such Building.

B. Party Walls. All division walls ("Party Walls") between two (2) Townhomes located upon a Lot line between two (2) Townhomes, provided that the mere fact that such a division wall between two (2) Townhomes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Townhomes adjacent to a Party Wall shall own such Party Wall as tenants in common.

C. Roofing. The entire roof of a Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures.

D. Bearing Walls. Any and all walls or columns necessary to support the Building and/or roof structure.

E. Exterior Finish. Any and all siding, finish, trim, exterior sheathings, window framing (but not the glass) and other exterior materials and appurtenances on the exterior of each Building.

F. Flooring. The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto.

G. Privacy Walls. The walls (other than Party Walls) or hedges erected or which may be erected along the Lot lines and all foundational and support structures with respect thereto. Privacy Walls may also constitute Party Walls.

Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed and for the maintenance, repair and replacement thereof, are hereby imposed; provided, however, nothing herein shall be deemed to grant any Owner with the authority to install or construct any such Common Structural Elements that extend beyond the Lot.

In the event any Common Structural Element or part thereof located within a Townhome requires maintenance, repair or replacement and the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the Owner of the Townhome in question and the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Townhome as determined by the Board, the cost of such maintenance, repair or replacement shall be a Townhome Expense shared by all of the Townhomes Owners.

Section 3. EASEMENTS AND COVENANTS RELATING TO TOWNHOMES.

A. Utility Easements. Each Owner of a Townhome grants to all other Owners owning a Townhome in the same Building, a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Townhome.

Any expense for the necessary access of authorized personnel of the utility or service company to service lines affecting all Townhomes within a Building, and which are located beneath or within the Building shall be shared equally by each of the Owners of Townhomes in the Building affected; provided, however, that where such access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Owner of a Townhome, his or her lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner.

B. Access Easement. Perpetual, non-exclusive easements of ingress and egress over, under and across any Lots on which Townhomes are located ("Townhome Lots") within The Village at Victoria Park are hereby granted in favor of the Association which are necessary or convenient for enabling the Association, its employees, contractors and agents, to maintain the Townhome Lots in accordance with this Article XIV.

C. Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners of Townhomes or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Townhomes and Common Structural Elements.

D. Party Walls and Shared Roofing. Any party to said Party Wall, and such party's heirs, successors, and assigns, shall have the right to use same jointly with the other party(ies) to said Party Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said Party Wall.

The cost of maintaining each side of a Party Wall shall be borne by the Owner of the Townhome using said side, except as otherwise provided herein.

No Owner of a Townhome shall paint, refurbish or modify or authorize the painting, refurbishing or modification of the exterior surfaces or the roofing of his or her Townhome without the consent of the Association.

[Executions Appear on Following Pages]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

NEW URBAN/BBX DEVELOPMENT, LLC, a Florida limited liability company

New Urban Victoria Park, LLC, a Florida limited liability company, its Managing Member

WITNESSES AS TO DECLARANT:

Brian Cassberg
Signature
Print Name Brian Cassberg

Sue A. Griffin
Signature
Print Name Sue A Griffin

By: Kevin E. Rickard member
Name: Kevin E. Rickard
Title: Managing Member

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

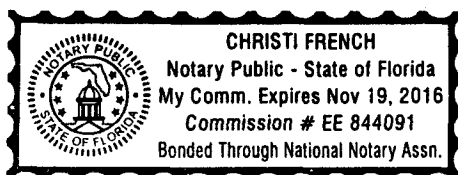
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Kevin E. Rickard, as Managing Member of New Urban Victoria Park, LLC, a Florida limited liability company, being the managing member of New Urban/BBX Development, LLC, a Florida limited liability company, on behalf of said companies. He is X personally known to me or _____ has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2016.

Christi French
Notary Public, State of Florida at Large

Christi French
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

THE VILLAGE AT VICTORIA PARK
HOMEOWNERS ASSOCIATION, INC, a
Florida corporation not for profit

WITNESSES AS TO ASSOCIATION:

Signature

Print Name

Brian Brassberg

Signature

Print Name

Susan Griffin

By:

Name: Timothy L. Hernandez

Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

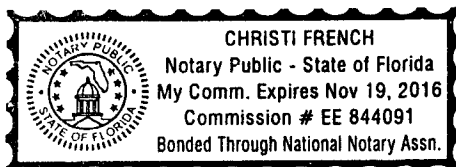
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TIMOTHY L. HERNANDEZ, as President of THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He is X personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2016.

Chuck French
Notary Public, State of Florida at Large

My Commission Expires:

Christi French
Typed, Printed or Stamped Name of Notary Public





FIRST MORTGAGEE'S CONSENT AND SUBORDINATION


The undersigned, SEACOAST NATIONAL BANK, a National Banking association ("Bank") is the owner and holder of the following loan documents (collectively, the "Loan Documents"): (i) Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("First Mortgage") given by New Urban/BBX Development, LLC ("Borrower") dated April 17, 2014, and recorded April 24, 2014 in Official Records Book 50726, at Page 183, as affected by Assignment of Agreement Affecting Real Estate dated April 17, 2014 and recorded April 24, 2014 in Official Records Book 50726, Page 205, both of the Public Records of Broward County, Florida; (ii) Uniform Commercial Code Filing Statement recorded April 24, 2014 in Official Records Book 50726, Page 215 of the Public Records of Broward County, Florida; and (iii) any other collateral loan documents securing the indebtedness referred to in the First Mortgage; which Loan Documents encumber the "Property" as defined in the foregoing Declaration of Covenants, Restrictions and Easements for The Village at Victoria Park (the "Declaration"). Bank does hereby consent to the recording of the Declaration and hereby subordinates its interests under the Loan Documents to the Declaration.

Signed, sealed and delivered in
the presence of:

BANK:

SEACOAST NATIONAL BANK, a
National banking association


Print Name: CLINTON TAYLOR

Print Name: Philip Chen

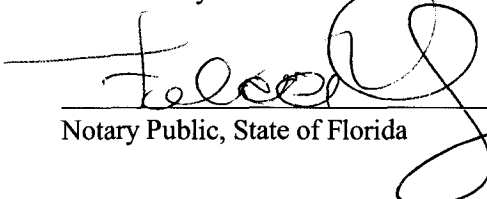
By: 
Name: La Juan Messer
Title: SVP

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Broward) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by La Juan Messer, as SR. Vice President of SEACOAST NATIONAL BANK, a National banking association, on behalf of said bank. She/He is personally known to me or produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of March, 2016.


Notary Public, State of Florida

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



SECOND MORTGAGEE'S CONSENT AND SUBORDINATION

The undersigned, BBX CAPITAL ASSET MANAGEMENT, LLC, a Florida limited liability company (“Junior Lender”) is the owner and holder of the following loan documents (collectively, the “Second Loan Documents”): (i) Mortgage and Security Agreement (“Second Mortgage”) given by New Urban/BBX Development, LLC (“Borrower”) dated April 17, 2014, and recorded April 24, 2014 in Official Records Book 50726, at Page 772, as affected by Subordination and Intercreditor Agreement dated April 17, 2014 and recorded April 24, 2014 in Official Records Book 50726, Page 746, both of the Public Records of Broward County, Florida; (ii) Uniform Commercial Code Financing Statement recorded April 24, 2014 in Official Records Book 50726, Page 804 and (iii) any other collateral loan documents securing the indebtedness referred to in the Second Mortgage; which Second Loan Documents encumber the “Property” as defined in the foregoing Declaration of Covenants, Restrictions and Easements for The Village at Victoria Park (the “Declaration”). Junior Lender does hereby consent to the recording of the Declaration and hereby subordinates its interests under the Second Loan Documents to the Declaration.

Signed, sealed and delivered in
the presence of:

JUNIOR LENDER:

BBX CAPITAL ASSET MANAGEMENT,
LLC, a Florida limited liability company

Print Name: Lisa C. Cathell

Print Name: Eric P Medus

By: [Signature]
Name: Bruce S. Parker
Title: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Bruce J. Parker, as V.P. of BBX CAPITAL ASSET MANAGEMENT, LLC, a Florida limited liability company, on behalf of said company. (She/He is personally known to me or produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of February, 2016.

LISA C. CATHELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE836783
EXPIRES 9/19/2016
BONDED THRU 1-888-NOTARY1

My Commission Expires:

Lisa C. Cathell
Notary Public, State of Florida
Lisa C. Cathell
Typed, Printed or Stamped Name of Notary Public

EXHIBIT A

Legal Description of Property

Lot 5 and Lot 20, Block 232, LESS the North 28 feet thereof, and all of Lots 6 through 19 (inclusive), Block 232, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 16, of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida.

EXHIBIT B

Association Property

The Association Property consists of the real property and Improvements referenced on this Exhibit B and further, includes the Private Roadways and Sidewalks reflected on Exhibits B-1 and B-2 attached hereto and made a part hereof.

DESCRIPTION

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK 232, A DISTANCE OF 203.08 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°00'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 12.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 59.50 FEET;

THENCE NORTH 45°00'00" EAST, A DISTANCE OF 14.14 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 4.33 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 52.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 26°58'22" EAST, A DISTANCE OF 20.95 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 98.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 7.85 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 39.00 FEET;

THENCE SOUTH 61°41'57" WEST, A DISTANCE OF 44.29 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 48.00 FEET TO THE WEST LINE OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 28.25 FEET TO THE SOUTH LINE OF THE NORTH 28 FEET OF LOT 20, SAID BLOCK 232;

THENCE NORTH 89°59'00" EAST ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THE NORTH 28 FEET OF LOT 5, SAID BLOCK 232, A DISTANCE OF 270.00 FEET TO THE EAST LINE OF SAID BLOCK 232;

THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 28.33 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 48.00 FEET;

THENCE NORTH 61°41'57" WEST, A DISTANCE OF 44.29 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 39.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

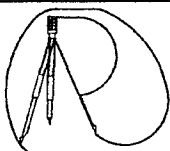
THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 7.85 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 98.67 FEET;

THENCE SOUTH 26°58'22" EAST, A DISTANCE OF 20.95 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 13.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 52.00 FEET;



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
 FLORIDA LICENSE NUMBER LB 7667
 rsmithsurvey@bellsouth.net
 9211 CITRUS ISLE LANE
 LAKE WORTH, FL 33467
 (561) 536-8191

THE VILLAGE AT VICTORIA PARK
 COMMON AREA

PROJECT NUMBER: 2900

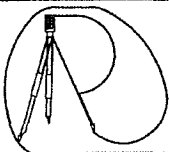
CAD: 2900H0A

SHEET 1 OF 3

DESCRIPTION CONTINUED

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 4.33 FEET;
THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 14.14 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 59.50 FEET TO THE EAST LINE OF
SAID BLOCK 232;
THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 69.50 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 3.00 FEET;
THENCE NORTH 45°00'00" WEST, A DISTANCE OF 14.14 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 42.00 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 26°58'22" WEST, A DISTANCE OF 20.95 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 101.83 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 82.54 FEET TO THE SOUTH LINE OF
SAID BLOCK 232;
THENCE SOUTH 89°59'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 12.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 82.54 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 2.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 101.83 FEET;
THENCE NORTH 26°58'22" WEST, A DISTANCE OF 20.95 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 13.00 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 42.00 FEET;
THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 14.14 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 3.00 FEET;
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 69.50 FEET TO THE POINT OF
BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.
CONTAINING 12,419 SQUARE FEET.



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurvey@bellsouth.net
9211 CITRUS ISLE LANE
LAKE WORTH, FL 33467
(561) 536-8191

THE VILLAGE AT VICTORIA PARK
COMMON AREA

PROJECT NUMBER: 2900

CAD: 2900HDA

SHEET 2 OF 3

EXHIBIT B-1

The Private Roadways

DESCRIPTION

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK 232, A DISTANCE OF 345.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°00'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 25.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIAL BEARING OF SOUTH 32°48'41" WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 61.00 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

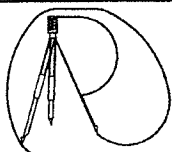
THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO THE THE EAST LINE OF SAID BLOCK 232;

THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIAL BEARING OF NORTH 32°48'41" EAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVAUTRE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;



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THE VILLAGE AT VICTORIA PARK
 INGRESS - EGRESS EASEMENT

PROJECT NUMBER: 2900

CAD: 2900H0A

SHEET 1 OF 3

DESCRIPTION CONTINUED

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 61.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

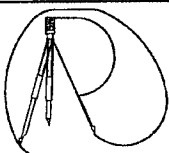
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.
CONTAINING 15,764 SQUARE FEET.



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurvey@bellsouth.net
9211 CITRUS ISLE LANE
LAKE WORTH, FL 33467
(561) 536-8191

THE VILLAGE AT VICTORIA PARK
INGRESS - EGRESS EASEMENT

PROJECT NUMBER: 2900

CAD: 2900H0A

SHEET 2 OF 3

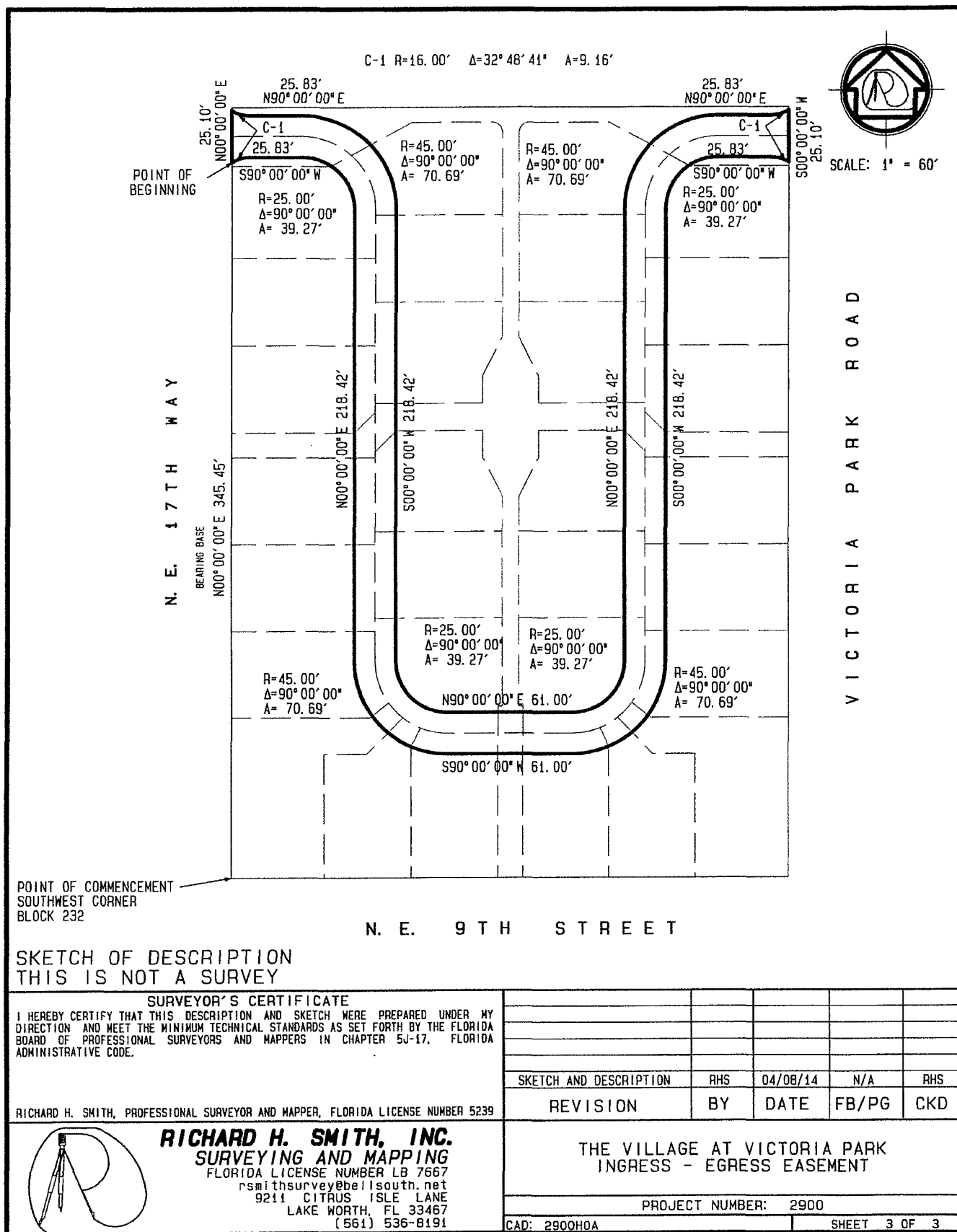


EXHIBIT B-2

The Sidewalks

DESCRIPTION

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK 232, A DISTANCE OF 372.00 FEET TO THE SOUTH LINE OF THE NORTH 28 FEET OF LOT 20, BLOCK 232, SAID PLAT OF "PROGRESSO";

THENCE NORTH 89°59'00" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 362.00 FEET;

THENCE SOUTH 45°00'30" EAST, A DISTANCE OF 7.08 FEET;

THENCE NORTH 89°59'00" EAST, A DISTANCE OF 250.00 FEET;

THENCE NORTH 44°59'30" EAST, A DISTANCE OF 7.07 FEET;

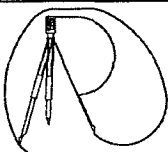
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 362.00 FEET TO THE SOUTH LINE OF THE NORTH 28 FEET OF LOT 5, BLOCK 232, SAID PLAT OF "PROGRESSO";

THENCE NORTH 89°59'00" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE EAST LINE OF SAID BLOCK 232;

THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 372.00 FEET TO THE SOUTH LINE OF SAID BLOCK 232;

THENCE SOUTH 89°59'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 5045 SQUARE FEET.



RICHARD H. SMITH, INC.
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 FLORIDA LICENSE NUMBER LB 7667
 rsmithsurvey@bellsouth.net
 9211 CITRUS ISLE LANE
 LAKE WORTH, FL 33467
 (561) 536-8191

THE VILLAGE AT VICTORIA PARK
 RIGHT OF WAY EASEMENT

PROJECT NUMBER: 2900

CAD: 2900CITY

SHEET 1 OF 2

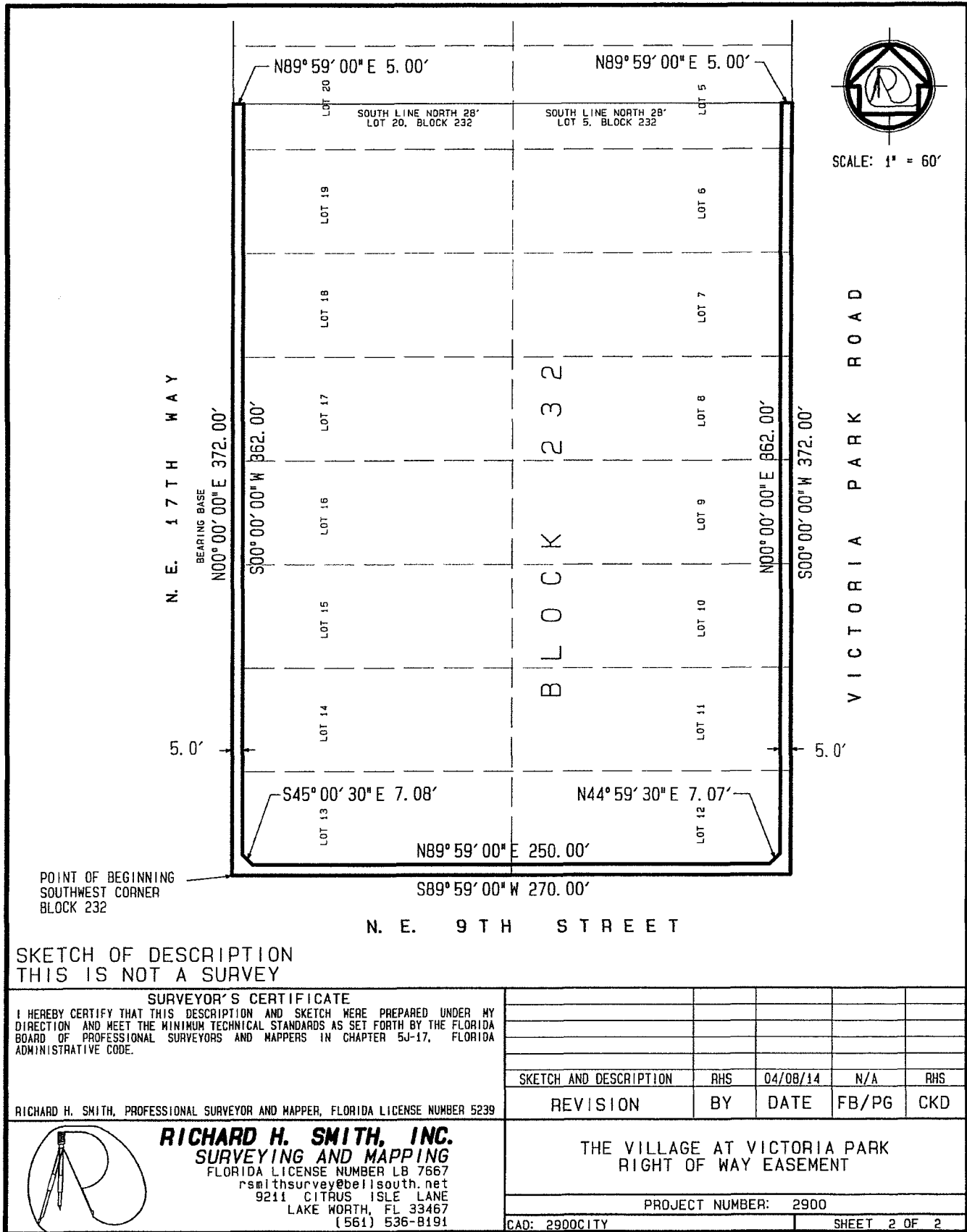


EXHIBIT C

Articles of Incorporation
of
The Village at Victoria Park Homeowners Association, Inc.

**ARTICLES OF INCORPORATION
OF
THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

FILED
2015 NOV -6 AM 11:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Association" means The Village at Victoria Park Homeowners Association, Inc., a Florida corporation not for profit. Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).
3. "Association Property" shall have the same meaning given to such term in the Declaration.
4. "Board" means the Board of Directors of the Association.
5. "Bylaws" mean the Bylaws of the Association and any amendments thereto.
6. "County" means Broward County, Florida.
7. "Declaration" means the Declaration of Covenants, Restrictions and Easements for the Village at Victoria Park, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.
8. "Director" means a member of the Board.
9. "HOA Act" means the Homeowners Association Act, Chapter 720, Florida Statutes, as amended from time to time through the date of recording of the Declaration amongst the Public Records of the County.
10. "Home" shall mean a residential dwelling unit constructed within the Village at Victoria Park, which is designed and intended for use and occupancy as a single-family residence.
11. "Lot" shall have the same meaning given to such term in the Declaration and shall be deemed to include a Single Family Lot and a Townhome Lot (as both terms are defined therein).

12. "Member" means a member of the Association.

13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Village at Victoria Park, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

14. "Property" shall have the meaning given to such term in the Declaration.

15. "Village at Victoria Park" shall mean that planned development located in Fort Lauderdale, Florida, which encompasses the Property, and is presently intended to consist of Homes and Association Property. It is presently anticipated that the Village at Victoria Park will contain single family homes, but may also contain townhomes.

All initial capitalized terms appearing in these Articles but not defined shall have the meanings given to such terms in the Declaration, which are incorporated herein by this reference.

ARTICLE II NAME

The name of the corporation shall be THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 398 NE 6th Avenue, Delray Beach, Florida, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Village at Victoria Park Documents and to carry out the covenants and enforce the provisions of the Village at Victoria Park Documents.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Village at Victoria Park Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Village at Victoria Park Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Village at Victoria Park Documents.

5. To enforce by legal means the obligations of Members and the provisions of the Village at Victoria Park Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property (including, without limitation, the Drainage System) and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Village at Victoria Park in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at the Village at Victoria Park.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for

any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Village at Victoria Park Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Village at Victoria Park Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

11. To operate, maintain, and manage the Drainage System, including any related appurtenances, in a manner consistent with the requirements of the Drainage Permit and the Drainage District's applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Drainage System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Drainage System.

ARTICLE V MEMBERS AND VOTING

Members of the Association shall consist of the Owners of Lots within the Village at Victoria Park. The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of the Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have three (3) classes of voting membership:

1. "Class A Members" shall be all of the Owners of Single Family Lots within the Village of Victoria Park, with the exception of Declarant while Declarant is a Class C Member, each of whom shall be entitled to one (1) vote for each Single Family Lot owned.

2. "Class B Members" shall be all of the Owners of Townhome Lots within the Village at Victoria Park, if any, with the exception of Declarant while Declarant is a Class C Member, each of whom shall be entitled to one (1) vote for each Townhome Lot owned.

2. "Class C Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A and Class B Members combined, plus one. Class C membership shall cease and be converted to Class A or Class B membership, as applicable, upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.G hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members and Class B Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Village at Victoria Park Documents.

F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class C Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for establishing a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. Unless some greater number is provided for in the Village at Victoria Park Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association (including, without limitation the Drainage System) shall be conveyed to a similar homeowners association or other non-for profit corporation, or a public agency of local government having a similar purpose. Any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which complies with applicable laws and codes, and is approved by the Drainage District prior to such termination, dissolution, or liquidation.

ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles are:

Timothy L. Hernandez
398 NE 6th Avenue
Delray Beach, Florida 33483

ARTICLE VIII OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Timothy L. Hernandez
Vice President	-	Bruce Parker
Secretary	-	Seth Wise
Treasurer	-	Kevin Rickard

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be four (4). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no less than three (3) nor more than seven (7). The Board shall determine the number of Directors to comprise the Board prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board and/or as an Officer. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Timothy L. Hernandez	398 NE 6 th Avenue Delray Beach, Florida 33483
Bruce Parker	410 E. Las Olas Boulevard, Suite 800 Fort Lauderdale, Florida 33301
Kevin Rickard	398 NE 6 th Avenue Delray Beach, Florida 33483
Seth Wise	410 E. Las Olas Boulevard, Suite 800 Fort Lauderdale, Florida 33301

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The Members other than Declarant ("Purchaser Members"), shall be entitled to elect one (1) member of the Board after fifty (50%) percent of all Lots to be constructed with a Home thereon (the "Total Developed Lots") have been conveyed to Members. The election of such one (1) Purchaser Member to the Board shall occur at a special meeting of the membership to be called by the Board for such purpose.

D. Upon the Turnover Date, the Purchaser Members shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting. In the event Class B membership exists, then at the Initial Election Meeting, Class A Members shall be entitled to elect two (2) directors, Class B Members shall be entitled to elect two (2) directors and Class C Members shall be entitled to elect or appoint one (1) director. If, at the Initial Election Meeting, there are no Class B Members, then Class A Members shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated. Declarant will specify the number of Directors to be elected and/or appointed by each class membership prior to Turnover based upon the changes in and to the plan of development for the Village at Victoria Park.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided herein. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. The Board shall continue to be so designated and elected, as described herein, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

G. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds for sale in the ordinary course of business at least five percent (5%) of all the Lots in the Village at Victoria Park to be constructed with a Home thereon (the "Total Developed Lots") and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth herein, and all of the Directors shall be elected by the Purchaser Members at such meeting.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded up to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

- I. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have

against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

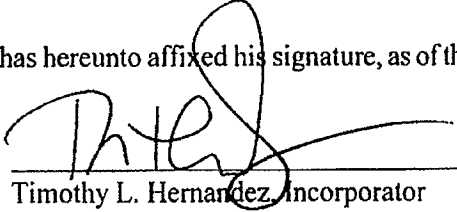
G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV REGISTERED OFFICE AND REGISTERED AGENT

The name and address of the initial registered agent and office of the Association is as follows:

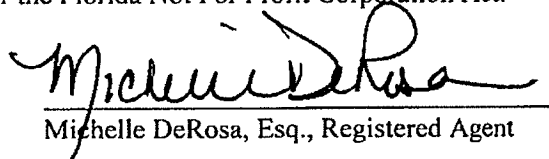
Michelle DeRosa, Esq.
6039 Terra Rosa Circle
Boynton Beach, Florida 33472

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, as of the 19th
day of October, 2015.



Timothy L. Hernandez, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that she is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



Michelle DeRosa, Esq., Registered Agent

Dated: October 8, 2015

EXHIBIT D

Bylaws

of

The Village at Victoria Park Homeowners Association, Inc.

**BYLAWS
OF
THE VILLAGE AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of The Village at Victoria Park Homeowners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 398 NE 6th Avenue, Delray Beach, Florida 33483 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for The Village at Victoria Park ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote at such Member's last known address as it appears on the books of the Association, and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of

all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall constitute such Member's waiver of notice of such Meeting, and waiver of any and all objections to the place of the Meeting, the time of the Meeting or the manner in which it has been called or convened, except when Member's (or Member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the Meeting to the transaction of business because the Meeting is not lawfully called.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under The Village at Victoria Park Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of The Village at Victoria Park Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the HOA Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count

and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the majority of the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present and no further notice of the adjourned and continued Meeting need be given. Except as required above, Proxies given for the adjourned Meeting shall be valid for the adjourned and continued Meeting unless revoked for reasons other than the adjourned and continued date of the Meeting with no further notice of such adjourned Meeting being required other than prior to such adjournment, the announcement of the time, date and place for the re-continued Meeting.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for such time as required by applicable Florida law.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person, by secret ballot or by Proxy (as hereinafter defined). Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy. Any proxy holder may appoint, in writing, a substitute to act in his or her place.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with Section 3.7 above. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held immediately after the election, but if not, then no later than ten (10) days following its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and notice of such organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, facsimile or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice, at least forty eight (48) hours prior to the date and time named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given other than, prior to such adjournment, the announcement of the time, date and place for the re-continued meeting.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice-President shall preside and in the absence of the Vice President, the Directors shall designate any one of their number to preside.

4.10. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors as required by Florida law.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters. Members shall have the right to speak on any matter placed on the agenda in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association governing the frequency, duration and other manner of Member statements, which rules may include a sign up sheet for Members wishing to speak. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, the Board shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15. Prior to the Turnover Date, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in The Village at Victoria Park Documents, as well as all of the powers and duties of a director of a corporation not for profit under applicable Florida law not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25) by the Association for such late Assessment or such other amount determined by the Board to be charged for the late payments of Assessments provided such amount does not exceed the highest amount permitted by law. Owners shall also be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced. Without limitation, the Board has authorized the following initial schedule of fees for such circumstances:

(a) Reasonable attorney's fees, costs and expenses incurred in the filing of a Claim of Lien.

(b) Reasonable attorney's fees, costs and expenses incurred in the filing of a Satisfaction of Lien;

(c) Reasonable attorney's fees, costs and expenses incurred in the preparation and sending of any Notice of Intent to Lien and Notice of Intent to Foreclose; and

(d) Reasonable attorney's fees, costs and expenses incurred in any action pursuing collection of such unpaid Assessments or violation by a Member or their guests and invitees of any part of The Village at Victoria Park Documents.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of a majority of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any other office simultaneously.

7.2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer.

The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the Directors, officers, committee members and other employees of the Association shall be fixed by the Board. Directors and officers shall not receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting. This provision shall not preclude the Board from hiring a Director or Officer as an employee of the Association or preclude contracting with a Director or Officer, or a party affiliated with a Director or Officer for the management or performance of contract services for all or any part of The Village at Victoria Park.

Section 8. Resignations; Vacancy; Removal

8.1 Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

8.2 Except when contrary to the HOA Act, when a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at any meeting by electing a person who shall serve the remaining portion of the unexpired term, provided that all vacancies in directorships to which Directors are appointed by Declarant pursuant to the provisions of The Village at Victoria Park Documents shall be filled only by the Declarant and without the necessity of any meeting.

8.3 Any Director elected by the Members (other than the Declarant) may be removed by concurrence of a majority of voting interest of all of the Members (other than the Declarant) at a Special Meeting of Members called for that purpose, by written agreement signed by a majority of all such Members' voting interest or by written ballot without a Meeting in accordance with the HOA Act. The vacancy of the Board so created shall be filled in accordance with the procedures specified in the HOA Act.

8.4 When a vacancy occurs in an office for any cause, the office may be filled by the Board at any meeting.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within The Village at Victoria Park which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other non-privileged records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the

Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, the Association shall provide each Member with notice of the Individual Lot Assessment applicable to his or her Lot(s) and either: (a) a copy of the Budget, or (b) a written notice that a copy of the Budget is available upon request at no charge to the Members. If so requested by a Member, a copy thereof shall be furnished to each requesting Member within ten (10) business days after the Association's receipt of the written request. The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at such Owner's last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Budget and Individual Lot Assessment, as amended by the Board.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Owner at such Owner's last known address as shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of The Village at Victoria Park; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of The Village at Victoria Park Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as

shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

Then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of The Village at Victoria Park Documents or Chapters 617 and 720 Florida Statutes, Robert's Rules of Order shall yield to the provisions of such instrument(s)

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership interest in The Village at Victoria Park. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein. Unless otherwise requested in writing, all numbers and electronic mailing addresses shall constitute a part of the official records of the Association and provided to any Member who makes a proper request to inspect such official records of the Association and/or as part of published membership directories of the Association.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members who appear in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

If and to the extent required by the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (the "Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described in the HOA Act.

Section 15. Recall of Board Members and Election Disputes

If and to the extent required by the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Member-elected Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

EXHIBIT "E"

The Drainage Permit



Environmental Protection and Growth Management Department
ENVIRONMENTAL LICENSING and BUILDING PERMITTING DIVISION
1 North University Drive, Suite 201-A • Plantation, FL 33324
PHONE • 954-519-1483 Fax • 954-519-1412

June 27, 2014

New Urban/BBX Development, LLC
Attention: Tim Hernandez, President
398 NE 6th Avenue

Delray Beach, FL 33483

RE: The Village at Victoria Park
City of Fort Lauderdale, S/T/R (02-50-42)

This is to notify you of the Environmental Protection and Growth Management Department's (EPGMD) action concerning your application received 02/06/2014. The application has been reviewed for compliance with the following requirements:

Broward County Surface Water Management Review - GRANTED

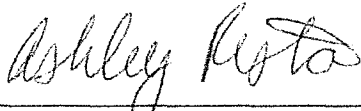
EPGMD has reviewed the project for compliance with the Surface Water Management requirements of Chapter 27, Article V Sec. 27-191 through 27-202 of the Broward County Code.

Based on the information submitted, Surface Water Management License No. SWM2014-038-0 was issued on 06/27/2014. The above named licensee is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents and specifications, as submitted by licensee, and made a part hereof.

Please be advised that no Certificate of Occupancy can be issued on this project until released, in writing, by all EPGMD divisions as required. Such release will be pending approval of any engineering certifications required by specific condition No. 15.

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

1. the attached Broward County General Conditions;
2. the attached Broward County Specific Conditions;
3. the attached ____ exhibits.



Ashley Resta, R.E.
Surface Water Management Program

Enclosed are the following:

- ☒ executed staff report;
- ☒ set(s) of stamped and approved plans; and
- ☐ application fee receipts.



Broward County Board of County Commissioners
Environmental Licensing and Building Permitting Division

Surface Water Management Program

“What to Expect When We Are Inspecting Surface Water Management Systems”

A guideline for **engineers, contractors, and licensees** of surface water management systems when applying for the release of Certificate(s) of Occupancy.

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

The Environmental Licensing and Building Permitting Division (ELBPD) - Surface Water Management Licensing program has the responsibility of reviewing designs, licensing, and inspecting surface water management systems within portions of Broward County under the provisions of the Broward County Natural Resource Protection Code, Chapter 27, Section 27-191 through Section 27-201. This includes enforcement for the purpose of protecting our natural resources. This document contains specific information about the ELBPD’s surface water management inspection procedures, review of record/as-built drawings, and time required to complete the procedure successfully. Please be advised this document may be included with the approved license and may be modified on an as-needed basis.

The following certification package must be submitted at least two (2) weeks prior to the anticipated date of occupancy; exceptions may be made on a case by case basis.

Note: Item 1 is not applicable to plans stamped as General Licenses (GL##-###). Items 2 & 3 may apply to GL if plans are stamped for construction certification.

1. Final Record/As-built Drawings (hard copy and electronic) of the site, lake/canal slopes, control structure(s) or overflow structure(s) (where applicable), and Finished Floor Elevation(s); etc.
2. Signed and sealed letter from a Florida-Registered Professional Engineer certifying all components of the surface water management system were constructed in substantial conformance with the approved plans; and
3. When requesting a partial certification include a \$100 partial certification fee (fees are subject to change). The certifying engineer must indicate that a substantial amount of the water management system has been constructed to serve the partial phase to satisfy the water quality and water quantity requirements of the Code and exactly which lots/buildings are requested for release.

Staff will perform an inspection on a first-come first-served basis of the above items. A successful submittal of the required items will prevent unwanted delays in the inspection and CO release processes.

What we look for During the Record/As-Built Drawing Review and During the Inspection

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

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

Upon completion of the field inspection, arrangements with inspection staff will be made to correct all observed field deficiencies. With your cooperation, the Operation Letter will be released upon correction of all field deficiencies.

Environmental Licensing and Building Permitting Division

Surface Water Management Program

1 North University Drive, Suite 201-A • Plantation, Florida 33324

Phone 954-519-1483 FAX 954-519-1412

Broward County General Conditions

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and must be completed by the licensee and are enforceable by the Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances. The EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives.
2. This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by the EPGMD.
3. In the event the licensee is temporarily unable to comply with any of the conditions of the license or with this chapter, the licensee shall notify the EPGMD within eight (8) hours or as stated in the specific section of this chapter. Within three (3) working days of the event, the licensee shall submit a written report to the EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.
4. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
5. *This license must be available for inspection on licensee's premises during the entire life of the license.*
6. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the EPGMD, may be used by the EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, Florida Statutes.
7. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, and shall comply with all provisions of the most current version of this chapter, as amended.
8. Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.
9. The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
10. This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.
11. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

Broward County Specific Conditions

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

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

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

(SEAL)

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

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

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

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

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

21. This permit does not constitute the approval required by Section 27-353(i), Broward County Code, to conduct dewatering operations at or within one-quarter mile radius of a contaminated site. Please contact the Pollution Prevention, Remediation and Air Quality Division at (954) 519-1260 for further information.

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

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

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

25. The licensee is required to submit an electronic self-certification through the website www.fldpeportal.com/go/apply-build/ no later than 30 days after the start of construction, in accordance with the 10/2 General Permit requirements of 403.814(12) F.S.

26. The Licensee shall submit a copy of the Department of Environmental Protection permit authorizing the construction and operation for the proposed Class V drainage well(s). In the event the proposed drainage well(s) is unpermittable or does not meet the intent of the original design in the field, the Licensee shall submit to the PER an application with appropriate fee to modify the surface water management license and propose an alternate design to the system.

27. A copy of the condominium, homeowners, or property owners association documents shall be submitted for review prior to the PER - Surface Water Management Licensing Section releasing certificates of occupancy to the local building department. The documents shall contain language that complies with section 27-199 (c) (1) b. 3. a) 1) through 5) of the Code.

STAFF REPORT

Project Name: The Village at Victoria Park
License Number: SWM2014-038-0
Application Number: L2014-023
Application Type: BC Surface Water Management License
Location: Broward County **Section-Township-Range:** 02-50-42
Permittee's Name: New Urban/BBX Development, LLC

Project Area:	2.31 acres	Drainage Area:	2.31 acres
Project Land Use:	Residential		
Drainage Basin:	Coastal		
Receiving Body:	Drainage Well		

Purpose:

The construction and operation of a surface water management system to serve a proposed 2.31 acre residential development.

Project Evaluation:**Project Site Description:**

The site is presently undeveloped and is located at the NW intersection of Victoria Park Road & NE 9th Street in Fort Lauderdale.

Proposed Project Design:

The proposed onsite construction over 2.20 acres will include 0.95 acres of building area, 0.74 acres of paved area, and the proposed drainage system. A system of inlets and culverts will direct the storm runoff to 142 LF of 4' H x 4' W exfiltration trench for water quality treatment and storm runoff attenuation. The system will then discharge into three Class V Group 6 drainage wells via the well casings acting as weirs at crest elevation of 7.00' NAVD. The final well reports must show an overall achieved minimum capacity of 900 gpm/ft-head (three wells at 300 gpm/ft-head).

The proposed offsite construction consists of 0.11 acres of non-contributing area. The storm runoff from this area will be directed to 272 LF of 4' H x 4' W exfiltration trench for water quality treatment prior to discharging in the City's existing roadway drainage system.

The applicant's consultant has demonstrated through plans and calculations that no adverse water quality or water quantity impacts will occur as a result of the proposed project.

Project Background:

The operating entity shall be responsible for maintaining both the onsite and offsite surface water management systems, as exlaimed in the HOA documents.

Control Elevation:

<u>Basin Name</u>	<u>Area</u>	<u>Ctrl Elevation</u>	<u>WSWT Ctrl Elev.</u>	<u>Method of Determination</u>
The Village at Victoria Park	2.2 acres	2 ft, NGVD	2 ft, NGVD	BC Avg. Wet Season Water Table Map

Discharge Rate:

A perimeter berm will be provided at elevation 9.49' NGVD, above the 25-yr, 3-day design storm stage.

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Allowable Disch.</u>	<u>Method of Determination</u>	<u>Peak Disch.</u>	<u>Peak Stage</u>
25YR-3DAY	14.5 in.	The Village at Victoria I	0 cfs	Pre-vs-Post	0 cfs	9.38' NGVD

Finished Floors:

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

<u>Frequency</u>	<u>Rainfall</u>	<u>Basin Name</u>	<u>Peak Stage</u>	<u>Prop. Min. Fin. Floors</u>	<u>BC 100-yr Map Elev.</u>
100YR-3DAY	18.5 inches	The Village at Victoria Park	9.81' NGVD	10.4' NGVD	7' NGVD

Water Quality Design:

Water quality treatment will be provided in the exfiltration trench system for 2.5 inches times the percent impervious over the entire site.

<u>Basin Name</u>	<u>Treatment Type</u>	<u>Treatment Method</u>	<u>Volume Required</u>	<u>Volume Provided</u>
The Village at Victoria Park	Treatment	Exfiltration Trench	0.27 ac-ft	0.28 ac-ft
			Total: 0.28 ac-ft	

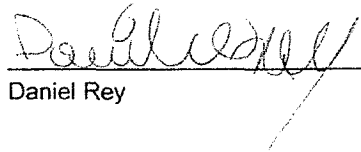
Special Concerns:

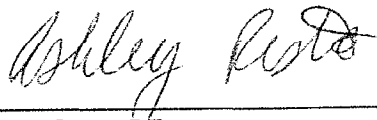
Operating Entity: Homeowner's Association acceptable to Broward County

Waste Water System/Supplier: G.T. Lohmeyer

STAFF REVIEW:

Surface Water Management Program:


Daniel Rey


Ashley Resta, P.E.

**STAFF REPORT DISTRIBUTION LIST
ADDRESSES**

Owner:

New Urban/BBX Development, LLC
Attention: Tim Hernandez, President
398 NE 6th Avenue

Delray Beach, FL 33483

Applicant:

New Urban/BBX Development, LLC
Attention: Tim Hernandez, President
398 NE 6th Avenue

Delray Beach, FL 33483

**Engineering
Consultant:**

Mr. Peter Aquart, P.E.
Peter W. Aquart
1030 U.S. Highway 1, #312
North Palm Beach, FL 33408

Other:

City of Fort Lauderdale Building Official
Army Corps of Engineers

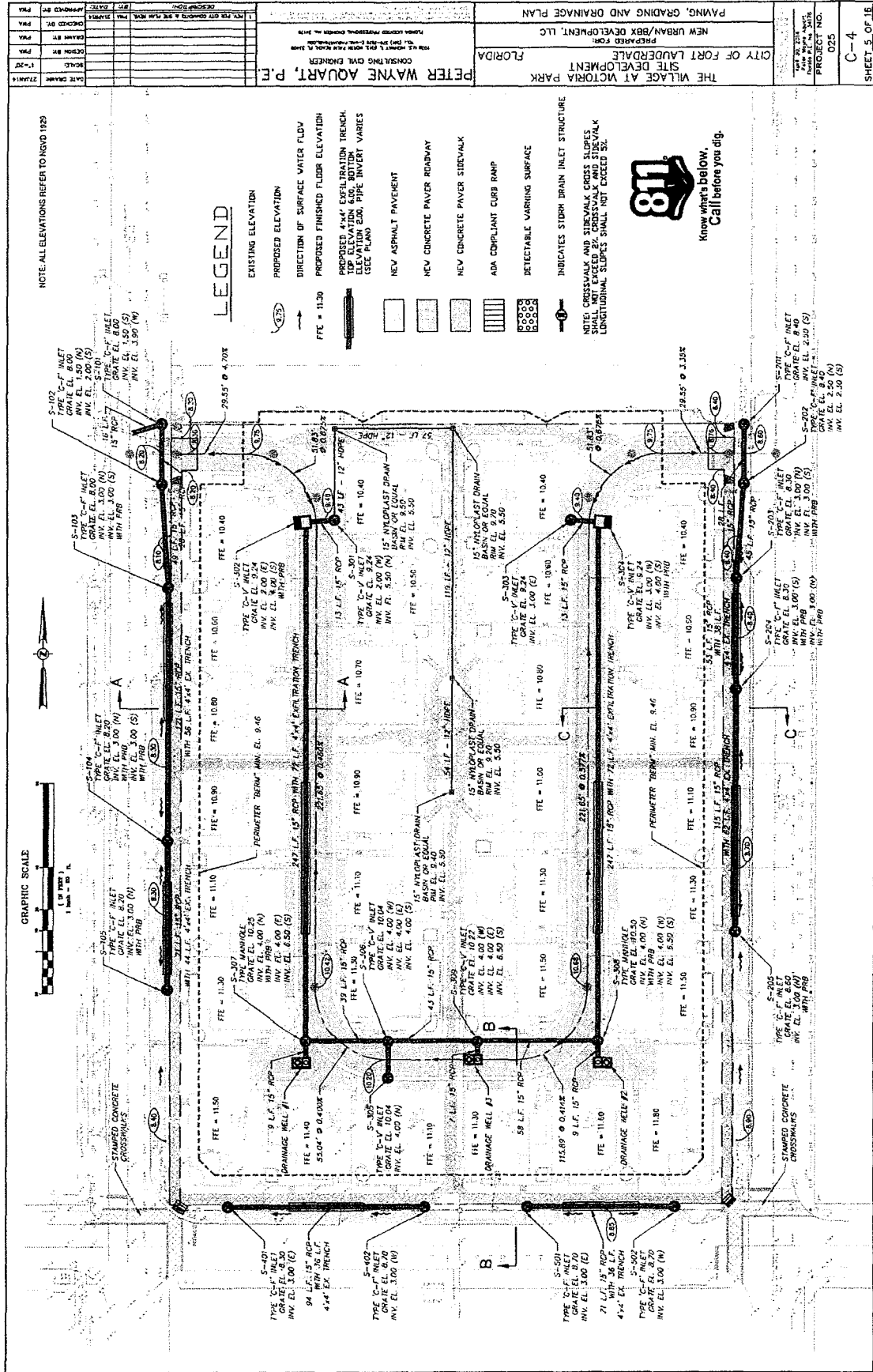


Exhibit 1

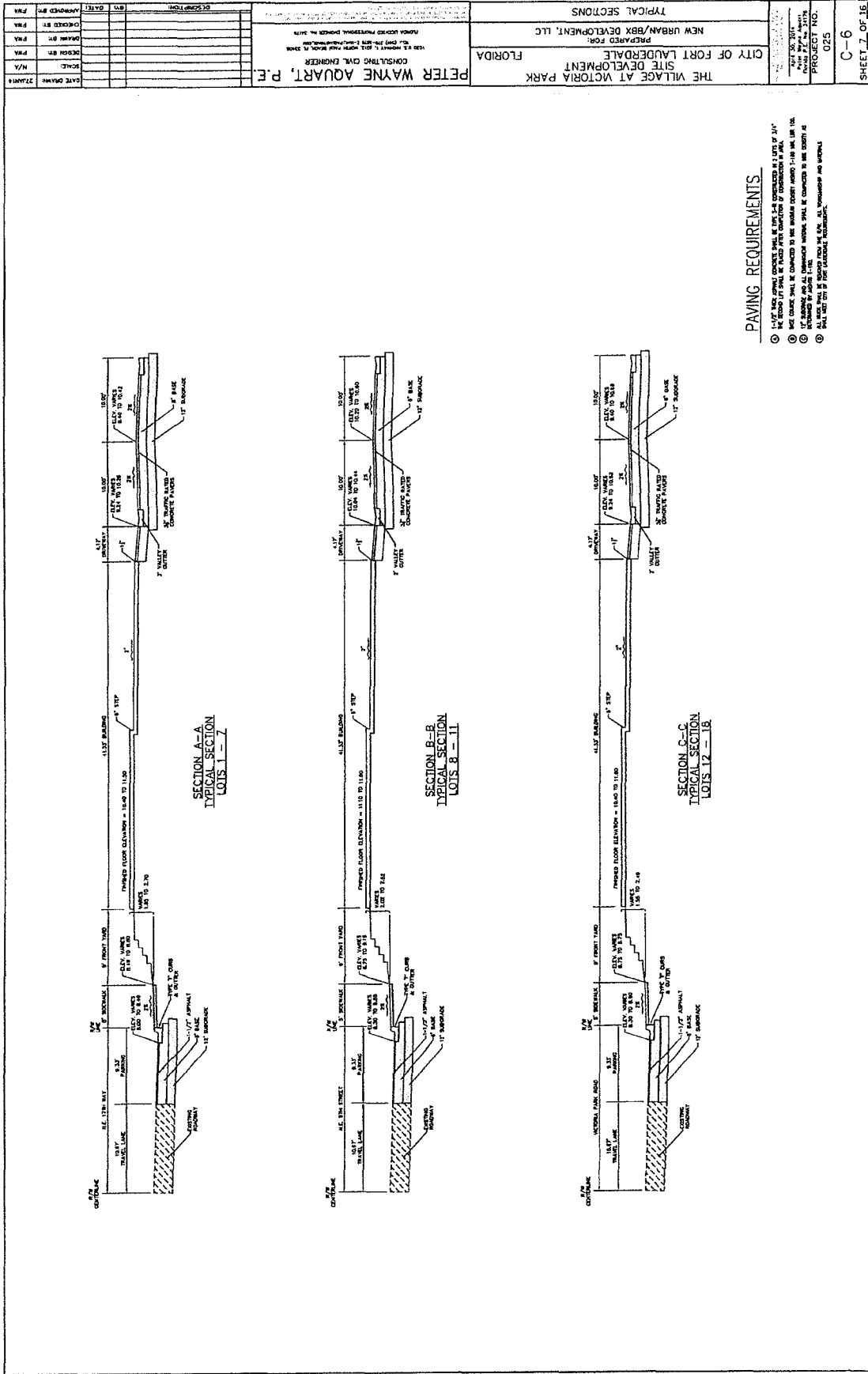


Exhibit 2

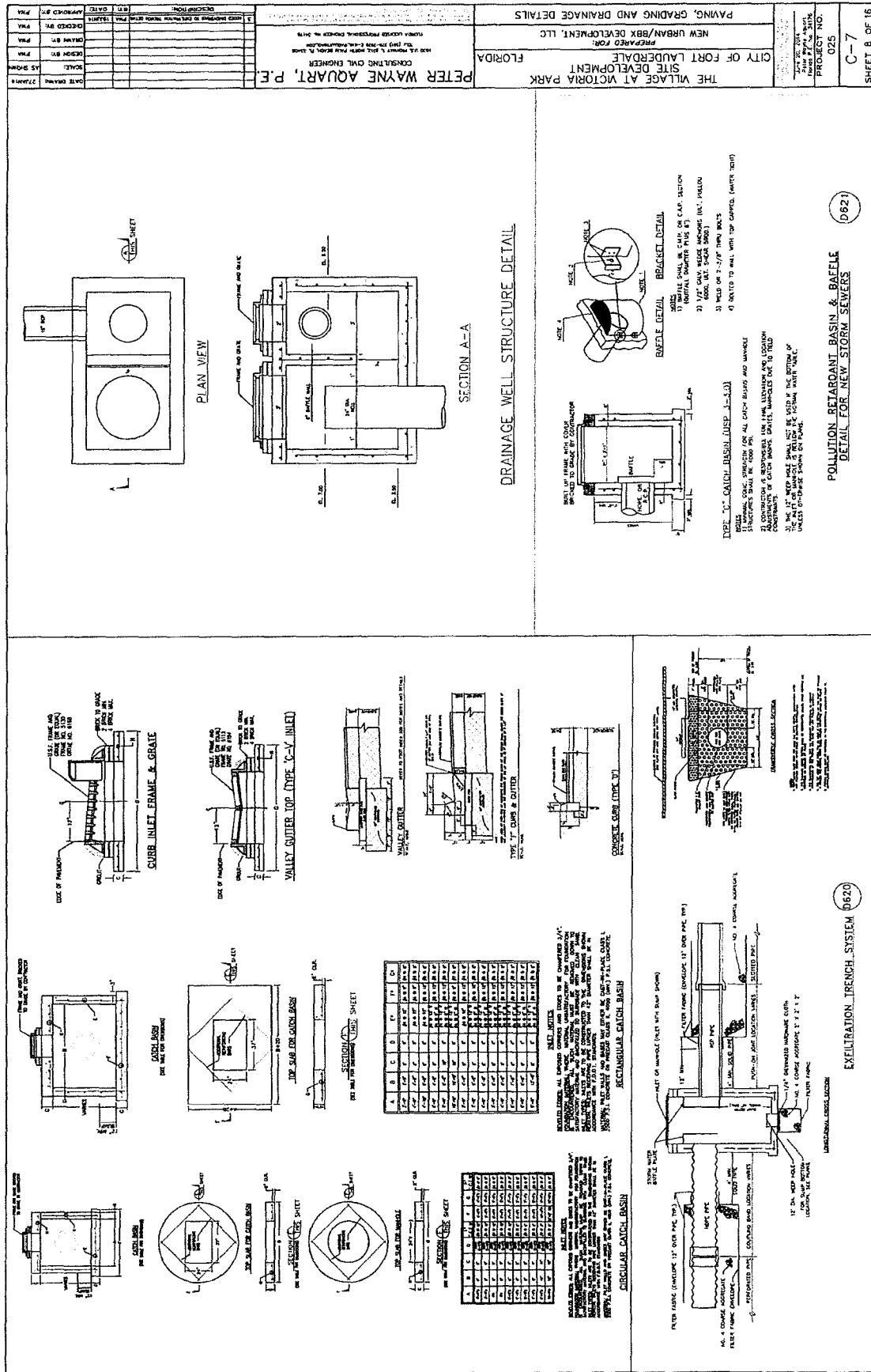


EXHIBIT "F"

The Drainage Easement Area

DESCRIPTION

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK 232, A DISTANCE OF 345.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°00'00" EAST ALONG SAID WEST LINE, A DISTANCE OF 25.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIAL BEARING OF SOUTH 32°48'41" WEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 61.00 FEET TO THE POINT OF CURVATURE OF CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 218.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 70.69 FEET TO A POINT OF TANGENCY;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST;

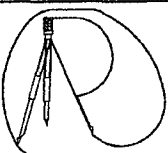
THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO THE EAST LINE OF SAID BLOCK 232;

THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.10 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIAL BEARING OF NORTH 32°48'41" EAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVAUTRE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
 FLORIDA LICENSE NUMBER LB 7667
 rsmithsurvey@bellsouth.net
 9211 CITRUS ISLE LANE
 LAKE WORTH, FL 33467
 (561) 536-8191

THE VILLAGE AT VICTORIA PARK
 DRAINAGE EASEMENT

PROJECT NUMBER: 2900

CAD: 2900H0A

SHEET 1 OF 3

DESCRIPTION CONTINUED

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 249.42 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 17.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 2.38 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIAL BEARING OF SOUTH 46°27'28" EAST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 46°27'28", AN ARC DISTANCE OF 36.49 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 61.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 46°27'28", AN ARC DISTANCE OF 36.49 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 2.38 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 17.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 7.00 FEET;

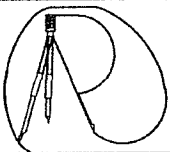
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 249.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 25.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 32°48'41", AN ARC DISTANCE OF 9.16 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.
CONTAINING 16,343 SQUARE FEET.



RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurvey@bellsouth.net
9211 CITRUS ISLE LANE
LAKE WORTH, FL 33467
(561) 536-8191

THE VILLAGE AT VICTORIA PARK
DRAINAGE EASEMENT

PROJECT NUMBER: 2900

CAD: 2900HOA

SHEET 2 OF 3

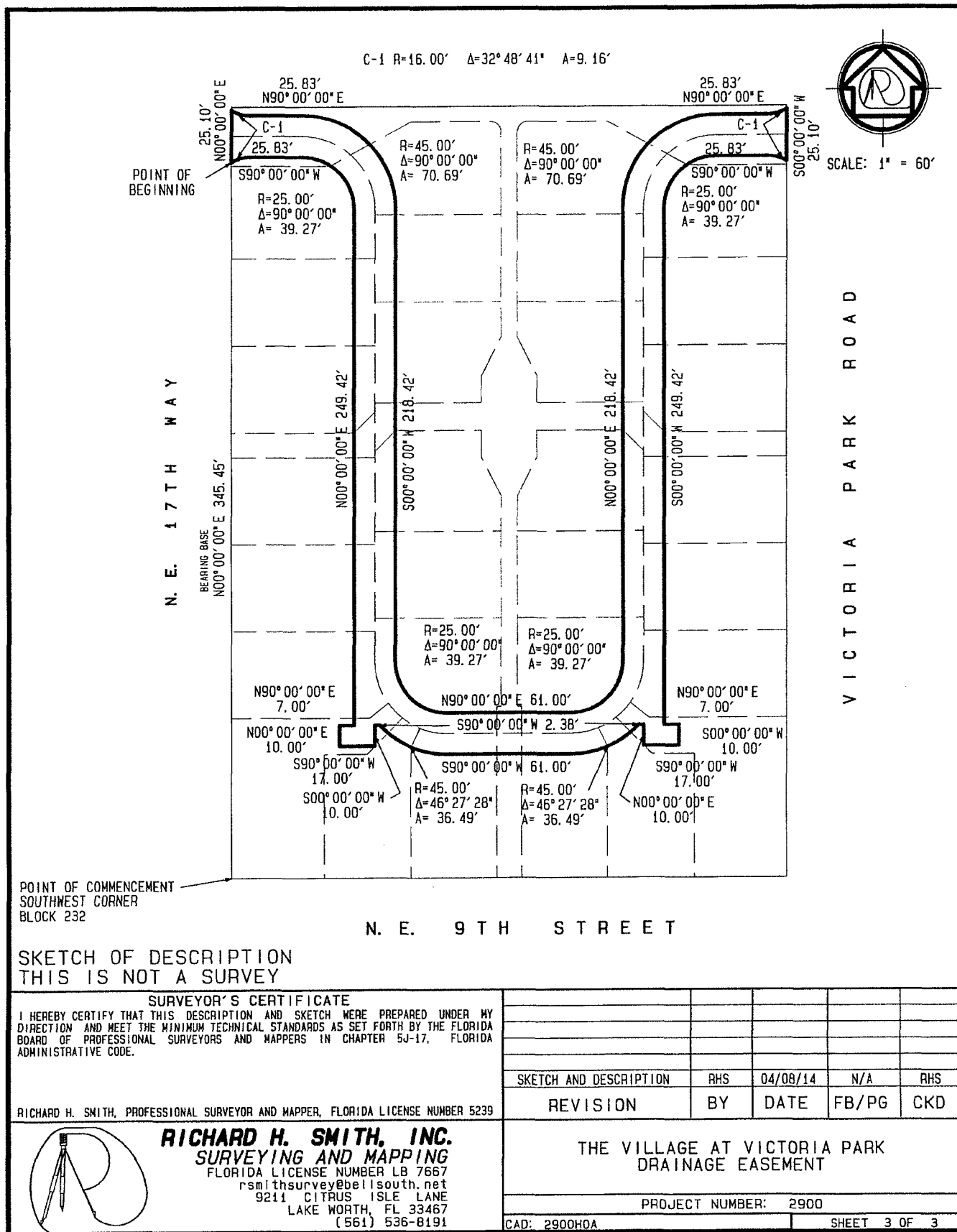


EXHIBIT "G"

The City Utility Easement Area

DESCRIPTION

EASEMENT NO. 1

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 232;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID BLOCK 232, A DISTANCE OF 365.50 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 12.50 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 7.50 FEET;

THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 350.50 FEET TO THE SOUTH LINE OF SAID BLOCK 232;

THENCE SOUTH 89°59'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1940 SQUARE FEET.

TOGETHER WITH
EASEMENT NO. 2

THAT PORTION OF BLOCK 232, "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 232;

THENCE SOUTH 89°59'00" WEST ALONG THE SOUTH LINE OF SAID BLOCK 232, A DISTANCE OF 5.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 350.50 FEET;

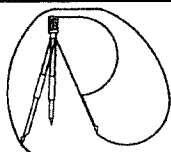
THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 7.50 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 12.50 FEET TO THE EAST LINE OF SAID BLOCK 232;

THENCE SOUTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 365.50 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA. CONTAINING 1940 SQUARE FEET.



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THE VILLAGE AT VICTORIA PARK
CITY UTILITY EASEMENT

PROJECT NUMBER: 2900

CAD: 2900CITY

SHEET 1 OF 2

