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**DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS**  
**FOR**  
**RESIDENCES OF SADDLE BRIDGE**

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**DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS  
FOR  
RESIDENCES OF SADDLE BRIDGE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR RESIDENCES OF SADDLE BRIDGE (this “**Declaration**”) is made by Standard Pacific of Florida, a Florida general partnership (“**Developer**”) and joined in by Residences of Saddle Bridge Homeowners Association, Inc., a Florida not-for-profit corporation (“**Association**”).

R E C I T A L S

A. Developer is the owner of certain real property in Broward County, Florida, more particularly described in **Exhibit 1** attached to and made a part of this Declaration, upon which Developer intends (although Developer does not obligate itself to do so) to develop a residential community known as Residences of Saddle Bridge (“**Residences of Saddle Bridge**”).

B. Subject to the provisions of this Declaration, and applicable law, Developer may unilaterally, in its sole discretion, from time to time, elect to (i) subject additional properties to this Declaration or withdraw portions of properties from this Declaration, (ii) amend this Declaration, and/or (iii) impose additional covenants, conditions, and restrictions not set forth in this Declaration on such additional portions of property.

C. Developer desires to subject Residences of Saddle Bridge to the covenants, conditions and restrictions contained in this Declaration.

D. Association is the owners association for Residences of Saddle Bridge and is responsible for the administration, enforcement and performance of certain duties under this Declaration.

E. This Declaration is a covenant running with all of the land comprising Residences of Saddle Bridge, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Declaration.

NOW THEREFORE, Developer, in consideration of the promises and mutual covenants contained in this Declaration, hereby declares that every portion of Residences of Saddle Bridge is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:



“**ACC**” shall mean the Architectural Control Committee for Residences of Saddle Bridge established pursuant to Section 27 hereof.

“**Access Control System**” shall mean any system intended to control access and/or enhance the welfare of Residences of Saddle Bridge.

“**Articles**” shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

“**Assessments**” shall mean any assessments made in accordance with this Declaration and as further defined in Section 25 hereof.

“**Association**” shall mean Residences of Saddle Bridge Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

“**Association Documents**” shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations and the Community Standards, as amended from time to time.

“**Board**” shall mean the Board of Directors of Association.

“**Buffer Agreement**” shall have the meaning set forth in Section 25.14.2 hereof.

“**By-Laws**” shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

“**Cable Services**” shall mean “basic service tier” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, individual satellite dishes, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

“**Common Areas**” shall mean all real property interests and personalty within Residences of Saddle Bridge designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Residences of Saddle Bridge. The Common Areas may include, without limitation, community signage, entrance features, open space areas, internal buffers, improvements, Surface Water Management System, easement areas owned by others, additions, lakes, irrigation pumps, irrigation lines, parks, sidewalks, private roads, streets, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entrance ways, features, and parks. The Common Areas do not include any portion of a Home.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"**Community Completion Date**" shall mean the date upon which all Homes in Residences of Saddle Bridge, as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 27 hereof.

"**Contractors**" shall have the meaning set forth in Section 27.12.2 hereof.

"**Cost-Sharing Agreements**" shall have the meaning set forth in Section 25.14.2 hereof.

"**County**" shall mean Broward County, Florida.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"**Declaration**" shall mean this Declaration together with all amendments, modifications and supplements thereof.

"**Developer**" shall mean Standard Pacific of Florida, a Florida general partnership, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Development Plan**" shall mean collectively the full or partial concept plan for the development of Residences of Saddle Bridge, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Development Plan is subject to change as set forth herein. The Development Plan is not a representation by Developer as to the development of Residences of Saddle Bridge or its

amenities, as Developer reserves the right to amend all or part of the Development Plan from time to time.

“**Existing Saddle Bridge Community**” shall have the meaning set forth in Section 39 hereof.

“**FCC**” shall have the meaning set forth in Section 21.35 hereof.

“**Front Yard**” shall mean the portion of the yard of a Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association’s determination shall be final and in Association’s sole and absolute discretion.

“**Home**” shall mean each residential townhome and appurtenances thereto constructed within Residences of Saddle Bridge. The term Home may not reflect the same division of property as reflected on a Plat. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home.

“**Immediate Family Members**” shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Home in addition to children twenty-two (22) years and younger as an additional adult Immediate Family Member. Children twenty-two (22) years and younger of such additional adult Immediate Family Member shall also be deemed Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. In no event shall the Owner and all Immediate Family Members exceed a number equal to two times the number of bedrooms in the Home. Without limiting the foregoing, Immediate Family Members shall not include grandchildren of an owner or the spouses of the Owner’s children.

“**Indemnified Parties**” shall have the meaning set forth in Section 9.8.6 hereof.

“**Individual Assessments**” shall have the meaning set forth in Section 25.2.5 hereof.

“**Initial Contributions**” shall have the meaning set forth in Section 25.12 hereof.

“**Lender**” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

“**Lessee**” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Residences of Saddle Bridge.

“**Losses**” shall have the meaning set forth in Section 9.8.6 hereof.

“**Lot**” shall mean any platted residential lot shown on a Plat, or any portion of real property within Residences of Saddle Bridge that is conveyed to an Owner upon which a Home has been, or will be, constructed.

“**Manager**” shall have the meaning set forth in Section 29.6 hereof.

“**Monthly Assessments**” shall have the meaning set forth in Section 25.2.1 hereof.

“**NFIP**” shall have the meaning set forth in Section 23.1.1 hereof.

“**Operating Costs**” shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement entered into by the Association; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association’s legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

“**Owner**” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term “Owner” shall not include Developer or a Lender.

“**Party Roof**” shall mean any roof built as part of the original construction of two or more Homes, which roof covers two or more Homes that are connected by one or more Party Walls.

“**Party Wall**” shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

“**Permit**” shall mean, collectively, all permits issued by SFWMD and applicable to the Surface Water Management System, including but not limited to Permit No. 06-05415-P (as amended and supplemented), a copy of which is attached hereto as **Exhibit 4**.

“**Plat**” shall mean any plat of any portion of Residences of Saddle Bridge filed in the Public Records, as the same may be amended by Developer, from time to time.

“**Public Records**” shall mean the Public Records of Broward County, Florida.

“**Reciprocal Maintenance, Easement and Cross-Access Easement**” shall have the meaning set forth in Section 25.14.1 hereof.

“**Required Demolition**” shall have the meaning set forth in Section 23.2.2 hereof.

“**Required Repair**” shall have the meaning set forth in Section 23.2.2 hereof.

“**Resale Contribution**” shall have the meaning set forth in Section 25.13 hereof.

“**Reserves**” shall have the meaning set forth in Section 25.2.4 hereof.

“**Residences of Saddle Bridge**” shall mean the real property described in **Exhibit 1**, attached hereto subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Residences of Saddle Bridge.

“**Rules and Regulations**” shall mean collectively the Rules and Regulations governing Residences of Saddle Bridge as adopted by the Board from time to time.

“**SFWMD**” shall mean the South Florida Water Management District.

“**Special Assessments**” shall mean those Assessments more particularly described as Special Assessments in Section 25.2 hereof.

“**Surface Water Management System**” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may include exfiltration trenches, wetland preservation areas, mitigation areas, conservation areas, lakes, retention areas, culverts, water quality monitoring, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

“**Telecommunications Provider**” shall mean any party contracting with Association and/or Owners to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“**Telecommunications Services**” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement,

provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“**Telecommunications Systems**” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Residences of Saddle Bridge. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, individual satellite dishes, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

“**Telephony Services**” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“**Title Documents**” shall have the meaning set forth in Section 38.6 hereof.

“**Toll Calls**” shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

“**Townhome**” shall mean each Home within Residences of Saddle Bridge that is part of a Townhome Building.

“**Townhome Building**” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

“**Turnover Date**” shall mean the date on which transition of control of Association from Developer to Owners occurs. Unless otherwise required or permitted by applicable law, the Turnover Date shall be the date on which the first of the following events shall occur: (i) the date three months after ninety percent (90%) of the Lots and Homes in all phases of Residences of Saddle Bridge that will ultimately be operated by the Association have been conveyed to Owners other than Developer; or (ii) the surrender by Developer of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Developer.

“**Use Fees**” shall have the meaning set forth in Section 25.2.3 hereof.

“**Violations Committee**” shall have the meaning set forth in Section 28.7.2 hereof.

“**Wetland Conservation Areas**” shall have the meaning set forth in Section 10.2.3 of this Declaration.

3. **Plan of Development.** The planning process for Residences of Saddle Bridge is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer’s buyers. Subject to the Title Documents, Developer may wish and has the right to develop Residences of Saddle Bridge and any adjacent property now or hereafter owned by Developer into residences, comprised of homes, villas, coach homes, Townhomes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Residences of Saddle Bridge as finally developed. Developer shall have the absolute right to plan, develop and construct Residences of Saddle Bridge and the adjacent properties at Developer’s sole discretion.

4. **Amendment.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer, including without limitation any easements that benefit Developer, unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

4.2 **No Vested Rights.** Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate in Developer’s sole and absolute discretion, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Residences of Saddle Bridge; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer’s right to amend under this provision is to be

construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation, Merger and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Residences of Saddle Bridge by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Residences of Saddle Bridge. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Residences of Saddle Bridge, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Residences of Saddle Bridge. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Residences of Saddle Bridge.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of Residences of Saddle Bridge (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of



Residences of Saddle Bridge shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. Subject to the preceding sentence, the withdrawal of any portion of Residences of Saddle Bridge shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Residences of Saddle Bridge). Association shall have no right to withdraw land from Residences of Saddle Bridge.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Residences of Saddle Bridge and each Home therein shall continue to be subject to the provisions of this Declaration including, without limitation, the provisions respecting Assessments. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Residences of Saddle Bridge which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Residences of Saddle Bridge by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this

Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer's rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or

restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including the Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Residences of Saddle Bridge for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Residences of Saddle Bridge part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Residences of Saddle Bridge. In addition, the Common Areas of Residences of Saddle Bridge may include decorative improvements, berms, fountains and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Lot or any portion of Residences of Saddle Bridge or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls

Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Residences of Saddle Bridge, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities or improvements of Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures and finishes of the Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date, Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

#### 9.4 Conveyance.

9.4.1 Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by quitclaim deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.4.2 Form of Common Area Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 this Declaration;

9.4.2.2 matters reflected in the Plat(s) of Residences of Saddle Bridge;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation, maintenance, and repair of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Residences of Saddle Bridge) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Residences of Saddle Bridge including, but not limited

to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Non-exclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who

may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTY BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within Residences of Saddle Bridge or adjacent to Residences of Saddle Bridge. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of SFWMD) with the prior approval of the ACC. No fence or other structure may be placed within any waterbody maintenance easement. As further provided in Section 9.8.5 of this Declaration, each Owner and such Owner's guests, invitees and agents assume all risk in using any waterbody within Residences of Saddle Bridge. DANGEROUS WILDLIFE (INCLUDING ALLIGATORS) MAY BE PRESENT IN WATERBODIES WITHIN RESIDENCES OF SADDLE BRIDGE. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING THE PRESENCE OF SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. ALL USE OF THE WATERBODIES WITHIN RESIDENCES OF SADDLE BRIDGE IS SOLELY AT EACH PERSON'S OWN RISK.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility

for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas including, without limitation: (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Areas, (e) design of any portion of the Common Areas, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within Residences of Saddle Bridge or the exercise of any privilege permitted by this Declaration, and (g) the use of effluent in the irrigation or fertilization of the Common Areas or other portions of Residences of Saddle Bridge. Each person entering onto any portion of Residences of Saddle Bridge also expressly indemnifies and agrees to defend and hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, subsidiaries, affiliates and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 **Owner's Obligation to Indemnify.** Each Owner agrees to indemnify and hold harmless Developer, Association, and their officers, partners, agents, employees, affiliates, directors, and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of the waterbodies and other waterbodies within Residences of Saddle Bridge by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

#### 10. Maintenance by Association.

10.1 **Common Areas.** Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, and all improvements placed thereon including, without



limitation, all Common Area landscaping and irrigation. Association shall be responsible for root pruning trees within the Common Areas.

## 10.2 Surface Water Management System.

10.2.1 Duty to Maintain. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by the Permit, in a manner which complies with the Permit. Copies of the Permit and any future SFWMD permit actions shall be maintained by Association and the Association's registered agent for the benefit of the Association. The costs of the operation and maintenance of the Surface Water Management System within the Common Areas are part of Operating Costs of Association and each Owner shall pay Assessments (regular and special) which shall include a pro rata share of such costs. Association will take any action against Owners as necessary to enforce the conditions of the Permit, including, without limitation, any monitoring required by the Permit. SFWMD shall also have the right to take enforcement action, including, a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System or any mitigation under the responsibility or control of Association.

10.2.2 Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SFWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SFWMD may so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of Association.

10.2.3 Wetland Conservation Areas. Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas, upland buffers and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation that become established within the Wetland Conservation Areas abutting their Home with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include, but is not limited to, cattails, primrose willow and grapevine. Association shall be responsible for the perpetual maintenance of the Wetland Conservation Areas and will take action against Owners as necessary to enforce the conditions of the conservation easement(s) and of the Permit.

10.2.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may be dedicated as Common Areas and may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with Residences of Saddle Bridge. In addition to other provisions contained in this Declaration in favor of the SFWMD or other applicable governmental authority, the County also has regulatory authority over such Wetland Conservation Areas and Developer, Association and each Owner shall comply with all rules, regulations, and/or permit requirements of the County relating to such Wetland Conservation Areas. Activities prohibited within the conservation areas include, but are not limited to, the following:

10.2.4.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

10.2.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

10.2.4.3 Removal or destruction of trees, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

10.2.4.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

10.2.4.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

10.2.4.6 Activities detrimental to drainage, food control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

10.2.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

10.2.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

10.2.4.9 No Owner within Residences of Saddle Bridge may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Area described in the Permit and recorded Plat(s) of Residences of Saddle Bridge, unless prior approval is received from the SFWMD and/or any applicable governmental authority; and

10.2.4.10 Each Owner within Residences of Saddle Bridge at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SFWMD and/or any applicable governmental authority.

10.2.5 Association to Notify Owners. Association shall notify Owners of any mitigation and/or monitoring and/or financial assurances undertaken by Association with regard to the Wetland Conservation Areas and/or the Permit. It is Association's perpetual responsibility to complete the tasks set forth in the Permit with respect to mitigation areas forming part of the Wetland Conservation Areas including meeting all conditions associated with mitigation maintenance and monitoring.

10.2.6 Signage. Owners shall be responsible for the perpetual maintenance of any signage required by the Permit.

10.3 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas through or under Owner, shall be borne solely by such Owner and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.4 Adjoining Areas. Association shall also maintain those drainage areas, swales, waterbody maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Maintenance of driveways within the boundaries of a Lot shall be the responsibility of the Owner of such Lot. Association shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System within the Common Areas.

10.5 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Residences of Saddle Bridge for the purposes herein expressed including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Residences of Saddle Bridge if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer upon areas which are within or outside of Residences of Saddle Bridge, so as to enhance the appearance of Residences of Saddle Bridge. Such areas may abut, or be proximate to, Residences of Saddle Bridge, and may be

owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, a condominium association. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, Association specifically has the right and obligation to perform the maintenance and management requested by the SFWMD or other governmental agency with respect to Common Areas.

10.7 Maintenance of Roads, Lighting, and Landscaping. Without limiting any provision herein to the contrary, Association shall maintain the roads, lighting and landscaping within the Common Areas of Residences of Saddle Bridge in conformity with the maintenance standards determined by Developer. Association shall not have the right to reduce the level of maintenance and shall increase the level of maintenance, at Developer's written request, so long as Developer owns any property within Residences of Saddle Bridge. The provisions of this Section cannot be amended without Developer's prior written consent, which consent may be withheld for any reason.

10.8 Lawn Maintenance. If so provided in Association's budget, Association shall cut, fertilize, and edge the lawn in the Front Yard of each Home, unless the same is fenced in and/or inaccessible. Association may also weed the plant bed(s) in the Front Yard of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Each Owner is responsible for replacing any trees, shrubs, grass or landscaping that require replacement. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced, even if such landscaping and improvements are in the Front Yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.9 Irrigation and Sprinkler Systems. Association shall be responsible to maintain the irrigation and sprinkler systems within the Common Areas. Additionally, Association shall be responsible to maintain the sprinkler system within each Lot. Owners will be limited to irrigating Lots during scheduled times established by the Association from time to time

10.10 Party Roofs. Association shall be responsible to repair, replace and maintain the Party Roof of each Townhome within Residences of Saddle Bridge and the costs of the same shall be charged as an Individual Assessment to each Owner whose roof is repaired, replaced or maintained in accordance with this Section.

10.11 Painting. Association shall be responsible for repainting the exterior of each Townhome within Residences of Saddle Bridge, at such time as Association deems such repainting necessary in its sole discretion, and the costs of the same shall be charged as an Individual Assessment to each Owner whose Townhome is repainted in accordance with this Section.

10.12 Street Lighting. Association shall at all times maintain, repair, and replace any street lighting located within Residences of Saddle Bridge, including but not limited to, street lighting which lies within one or more Lots. Notwithstanding the foregoing, Association may enter into an agreement with a utility company to provide street lighting, the cost of which shall be an Operating Cost.

10.13 Perimeter Walls, Wing Walls, and Sign Walls. Association shall be responsible for maintaining any perimeter and/or wing walls of Residences of Saddle Bridge even if such walls lie within one or more Lots. Association shall be responsible for maintaining, if any, any sign wall located in the median of the entrance road. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

10.14 Private Roads. All roads within Residences of Saddle Bridge which are privately owned, if any, shall be maintained by Association or an entity other than County.

10.15 Public Roads. It is possible that Association may maintain the medians and swales of all public roads pursuant to an agreement with the appropriate governmental entities. The cost of such maintenance by Association shall be an Operating Cost.

## 11. Maintenance by Owners.

11.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Residences of Saddle Bridge by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. Notwithstanding any other provision contained in this Declaration, the Owner of any Home that abuts a lake or canal shall maintain the lawn and landscaping up to the water's edge.

11.2 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with ACC approval, or has blocked access to any portion of the yard of a Home, then such Owner must maintain any portion of the Common Areas that is no longer readily

accessible to Association. The foregoing shall not be deemed to permit the making of any such enclosure.

11.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.4 Irrigation to Homes. Each Owner shall be responsible to irrigate his or her Lot.

11.5 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping within such Owner's Lot, at such Owner's sole cost and expense.

## 12. Party Walls.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Residences of Saddle Bridge, which are built by Developer as part of the original construction of the Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall which faces his or her Home.

12.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

12.3.1 Generally. The cost of reasonable repair, replacement and/or maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Townhomes, sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.3.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon

shall be commenced one (1) year from date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement, and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share of the costs.

12.3.3 Alterations. The Owner of a Townhome sharing a Party Wall with an adjoining Townhome shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall and prior written approval of the ACC.

12.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his or her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligation contained herein over the Townhomes sharing the Party Wall.

### 13. Party Roofs.

13.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Residences of Saddle Bridge, which are built by Developer as part of the original construction of the Townhomes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Townhome, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protrusion or Party Roof. The foregoing shall also apply to any replacements of any Party Roof. The foregoing shall be perpetual in duration and shall not be subject to amendment of this Declaration.

#### 13.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

13.2.1 Generally. The cost of reasonable repair, replacement and maintenance of Party Roofs shall be shared equally by the Owners of the Townhomes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

13.2.2 Failure to Contribute. In the event an Owner shall fail or refuse to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided

for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs and/or replacements are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement, and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share of the costs.

13.2.3 Alterations. Subject to applicable building codes, the Owner of a Townhome sharing a Party Roof with an adjoining Townhome shall not make any alterations, additions or structural changes in the Party Roof without the prior written consent of the ACC.

13.2.4 Easements. Each Owner and Association shall have all easement rights reasonably necessary to perform the obligations contained herein over the Townhomes sharing the Party Roof.

#### 14. Rules and Regulations.

14.1 Generally. Prior to and including the Turnover Date, the Developer, and thereafter, Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Residences of Saddle Bridge. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

14.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer shall have the right to: (i) develop and construct commercial, club uses and industrial uses, Homes, Common Areas, and related improvements within Residences of Saddle Bridge, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales and/or rental offices, for the sale, re-sale and rental of (a) Homes and (b) residences and properties located outside of Residences of Saddle Bridge, general offices and construction operations within Residences of Saddle Bridge; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Residences of Saddle Bridge for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Residences of Saddle Bridge; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Residences of Saddle Bridge owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Residences of Saddle Bridge including, without limitation, Lots and Homes; (vi) excavate fill from any waterbodies or waterways within and/or contiguous to Residences of Saddle Bridge by dredge or dragline, store fill within Residences of Saddle Bridge and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Residences of Saddle Bridge and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of



Developer, are necessary for the development and sale of any lands and improvements comprising Residences of Saddle Bridge.

14.3 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

15. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, wing walls, entrance features, roads, landscaping, irrigation areas, waterbodies, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes, special assessments, fees and charges associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Broward County, and all other applicable governing entities having jurisdiction with respect to the same.

16. Water Transmission and Distribution Facilities Easement. Developer hereby reserves the right to grant and convey to any governmental agency or utility company, and its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Residences of Saddle Bridge (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association.

17. Water Mains. In the event County or any of its subdivisions, agencies and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at each affected Owner's expense as an Individual Assessment, if such expenses are not paid for by County or other entity.

18. Public Facilities. Residences of Saddle Bridge may include one or more facilities which may be open and available for the use of the general public, e.g., lift stations.

19. Site Plans and Plats. Residences of Saddle Bridge may be subject to one or more Plats. The Plat may identify some of the Common Areas within Residences of Saddle Bridge. The description of the Common Areas on a Plat is subject to change (contingent upon receipt of the appropriate plat approvals) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. The Plat may include more land than Residences of Saddle Bridge. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Developer reserves the right to change all plans and site plans for Residences of Saddle Bridge. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

20. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and its officers, directors, shareholders, and any related persons or corporations and their employees, successors and assigns from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

21. Use Restrictions. Each Owner must comply with the following:

21.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home or other improvement or structure or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

21.2 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, markers, memorials, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

21.3 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement or restore or repair the Home as set forth in Section 23.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

21.4 **Commercial Activity.** No Owner may actively engage in any solicitations in person or by flyer or similar modality for commercial purposes within Residences of Saddle Bridge. No solicitors of a commercial nature shall be allowed within Residences of Saddle Bridge, without the prior written consent of Association. No garage or yard sales are permitted except as permitted by the Association. No day care center, group babysitting service or day care facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage or yard sales without the prior written consent of Developer. Subject to the provisions and restrictions in any applicable ordinance, law or regulation pertaining to the occupation and use of homes in Residences of Saddle Bridge, an Owner may maintain a home business within a Home in strict compliance with such ordinances, laws and regulations. Notwithstanding the foregoing, in no way shall a home occupation cause a Nuisance as defined in this Declaration.

21.5 **Completion and Sale of Units.** No person or entity shall interfere with the completion and sale of Homes within Residences of Saddle Bridge. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN RESIDENCES OF SADDLE BRIDGE AND ITS RESIDENTIAL ATMOSPHERE THEREOF.

21.6 **Control of Contractors.** Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

21.7 **Cooking.** No cooking shall be permitted in the Common Areas, other than in areas specifically designated therefor in writing by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Residences of Saddle Bridge.

21.8 **Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Residences of Saddle Bridge without the prior written approval of the ACC. Notwithstanding the forgoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in a manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to an adjacent Home).

21.9 Disputes as to Use. If there is any dispute as to whether the use of any portion of Residences of Saddle Bridge complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by Developer or Association, as applicable, with respect to such dispute shall be final and binding on all persons concerned.

21.10 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas or within the boundary of a Home shall be the responsibility of the Association. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

21.11 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home including, without limitation, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

21.12 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or

individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

21.13 Fences and Walls. Notwithstanding anything else to the contrary in this Declaration, no fences or screened enclosures shall be allowed in the rear yard of any Home. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping as permitted by this Declaration. No Lot shall have any chain link fencing within its boundaries. All screening shall have the prior written approval of the ACC. Screening shall be charcoal in color.

21.14 Fuel Storage. No fuel storage shall be permitted within Residences of Saddle Bridge, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, generators or similar devices.

21.15 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

21.16 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his/her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

21.17 General Use Restrictions. Each Home, the Common Areas and any portion of Residences of Saddle Bridge shall not be used in a manner contrary to the Association Documents.

21.18 Generators. The Board shall have the right to promulgate Rules and Regulations governing the size, specifications, location, and operation of generators within Residences of Saddle Bridge. No generator shall be operated within Residences of Saddle Bridge in a manner that constitutes a nuisance to other Owners.

21.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed

up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

21.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or waterbody may utilize the waterway or waterbody to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Developer and/or Association may use waterways, waterbodies and/or effluent to irrigate Common Areas subject to applicable permitting. Developer, Owners (if provided by Developer as part of original construction), Association and/or SFWMD shall have the right to use one or more pumps to remove water from waterways and waterbodies for irrigation purposes at all times, subject to permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERWAYS AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, subject to applicable permitting. No Owner shall be permitted to install an individual water well on his or her Lot.

#### 21.21 Lake and Canal Slopes.

21.21.1 Encroachments Prohibited. Homes may border lakes and canals. The Owner of each Home bordering a lake or canal shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of ensuring compliance with the requirements of this Section. All lakes within Residences of Saddle Bridge, if any, shall be maintained by Association.

21.21.2 Construction Affecting Lake and Canal Slopes; Deposits. In the event an Owner constructs any improvement adjacent to the bank or slope of a lake or canal, the Owner shall be responsible for ensuring that the sodding and grading of such bank or slope remains in accordance with all Association requirements. Owners may be required to pay a deposit to Association at the time of requesting ACC approval for construction of an improvement, in order to ensure that any required resodding and regrading of the bank or slope is completed. If an Owner fails to cause any required resodding and regrading to be completed in accordance with all Association requirements, Association may perform such resodding and regrading itself and apply

the deposit to offset such costs or levy an Individual Assessment against the Owner to pay for such costs.

21.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. No clothes drying area may be placed in Residences of Saddle Bridge except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

21.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Residences of Saddle Bridge. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Residences of Saddle Bridge shall be the same as the responsibility for maintenance and repair of the property concerned.

21.24 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient Lessees may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to and must be approved by Association in writing prior to the commencement thereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the Lessee or occupants copies of the Association Documents. Notwithstanding any lease of a Home, the Owner and the Lessee shall be jointly and severally liable to Association for all actions of the Lessee and their guests and invitees, including but not limited to any injury or damage to property caused by the Lessee or their guests and invitees.

21.25 Lot Lights. Lighting, if any, installed within the perimeter of a Lot (excluding street lighting, which is addressed in Section 10.12) shall be maintained in good working order and replaced by the Owner of such Lot. All lighting must have the prior written approval of the ACC.

21.26 Mailboxes. No mailboxes shall be permitted other than those originally installed by Developer or approved in writing by Association and the United States Postal Service.

21.27 Minors' Use of Facilities. Persons who are not eighteen (18) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an

adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors.

21.28 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Residences of Saddle Bridge is permitted. No firearms or fireworks shall be discharged within Residences of Saddle Bridge. Nuisance shall include, without limitation, the playing of loud music or the gathering in front of Homes or Common Areas by any Owner or permitted occupant, his or her immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Residences of Saddle Bridge, including a Home or Lot which will increase the rate of insurance to be paid by Association.

#### 21.29 Cars and Trucks.

21.29.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Residences of Saddle Bridge or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Residences of Saddle Bridge has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Residences of Saddle Bridge except during the period of a delivery. Personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Residences of Saddle Bridge. There shall be no RV or boat parking within Residences of Saddle Bridge.

21.29.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain in Residences of Saddle Bridge for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Residences of Saddle Bridge, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

21.29.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, or trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Residences of Saddle Bridge except in the garage of a Home or as provided by Section 21.29. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up



trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Residences of Saddle Bridge facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Residences of Saddle Bridge. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

21.30 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Residences of Saddle Bridge which is unsightly or which interferes with the comfort and convenience of others.

21.31 Pets and Animals. Three (3) commonly accepted household pets such as dogs and cats may be kept. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. No household pets over one hundred (100) pounds are permitted. Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Animals, fowl and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by Association in its sole discretion. No animals shall be raised, bred or kept within Residences of Saddle Bridge for commercial purposes. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard, garage, or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash which shall not exceed twenty (20) feet. No pet shall be permitted outside a Home except on a leash or in the fenced portion of a yard. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall urinate and defecate in the "pet walking" areas within Residences of Saddle Bridge designated for such purpose, if any, or on that Owner's Home. The person walking the pet of the Owner shall clean up all matter created by that pet. Each Owner shall be responsible for the activities of his/her pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

21.32 Pools. No pools shall be permitted to be installed within Residences of Saddle Bridge.

21.33 Removal of Soil. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Residences of Saddle Bridge or change the level of the land within Residences of Saddle Bridge, or plant landscaping which results in any permanent

change in the flow and drainage of surface water within Residences of Saddle Bridge. Owners may not place additional plants, shrubs or trees within any portion of Residences of Saddle Bridge without the prior approval of the ACC.

21.34 Rights to Stormwater Runoff, Effluent and Water Reclamation. By conveyance of a Home within Residences of Saddle Bridge, each Owner understands and irrevocably consents to the possibility of irrigation of the Common Areas, other areas within Residences of Saddle Bridge and adjacent areas, with treated effluent, provided that the effluent emanates from an approved treatment plant with an operating permit from the appropriate governmental agencies. Developer, its agents, successors and/or assigns, shall have the exclusive right to develop and utilize the ground and surface water resources of Residences of Saddle Bridge for any legal purpose, including the distribution and use of such water beyond Residences of Saddle Bridge. Such right shall include an easement over Residences of Saddle Bridge for access and for installation and maintenance of facilities and equipment to capture and transport ground water, surface water and storm water runoff. The conveyance of any Home to an Owner by Developer does not include the right to develop or utilize the ground, surface or storm water resources within such Home. Developer or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside Residences of Saddle Bridge and may require Owners and occupants of Homes to participate in such programs to the extent reasonably practical. No Owner or occupant shall have any right to compensation for water claimed or reclaimed from his or her Home. Additionally, the Board may establish restrictions on or prohibit outside use of potable water within Residences of Saddle Bridge. A non-exclusive easement is hereby created over Residences of Saddle Bridge in favor of Association for overspray of water from any irrigation system serving the Common Areas. Association may use treated effluent in the irrigation of any Common Areas. Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement. This Section may not be amended without the consent of Developer, and the rights created in this Section shall survive the termination of this Declaration.

21.35 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of Residences of Saddle Bridge. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

21.36 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ACC.

21.37 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any portion of Residences of Saddle Bridge that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). No lawn ornament, fountain, solar equipment, artificial vegetation, shall be placed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Developer is exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Residences of Saddle Bridge, unless written approval of the ACC is obtained. Notwithstanding the foregoing, no ACC approval is required for the installation of one portable, removable United States of America Flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, Owners may display, in a respectful manner, portable, removable official flags, not larger than 4½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. In addition, notwithstanding the foregoing, no ACC approval is necessary for the installation of an American Flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty-five (45) degree angle from the Home.

21.38 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Residences of Saddle Bridge without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

21.39 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

21.40 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of

Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Residences of Saddle Bridge, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

21.41 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Residences of Saddle Bridge or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

21.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner, his or her Immediate Family Members, guests, Lessees and invitees.

21.43 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

21.44 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

21.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

21.46 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no tinting (except for non-reflective tinting which is required to be approved by the ACC prior to installation), newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

22. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footing and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

23. Insurance.

23.1 Association. Association shall maintain the following insurance coverage:

23.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (“**NFIP**”), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

23.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days’ prior written notice to Developer (until the Community Completion Date) and Association.

23.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

23.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

23.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association’s expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

23.1.6 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

23.1.6.1 The bonds shall name Association as an obligee.

23.1.6.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of “employee” or similar terms or expressions.

23.1.6.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

23.1.6.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days’ prior written notice to Developer (until the Community Completion Date) and Association.

## 23.2 Homes.

23.2.1 Each Owner shall be required to obtain and maintain adequate property insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

23.2.2 **Requirement to Reconstruct or Demolish.** In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home (“**Required Repair**”), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC (“**Required Demolition**”) to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner’s receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for

completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

23.2.3 **Townhome Buildings.** Certain Homes are separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of all of the Owners of Homes within such Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

23.2.4 **Standard of Work.** The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Residences of Saddle Bridge.

23.2.5 **Additional Rights of Association.** If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its respective Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home, subject to approved modifications. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount may be sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

23.2.6 **Association Has No Liability.** Notwithstanding anything to the contrary of this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

23.3 **Association as Agent.** Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association, and to execute and deliver releases upon the payment of claims.

23.4 **Casualty to Common Areas.** In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

23.5 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

23.6 Additional Insured. Developer and its Lender(s), if any, shall be named as additional insured on all policies obtained by Association, as their interests may appear.

23.7 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

24. Property Rights.

24.1 Owners' Easement of Enjoyment. Every Owner and Lessee, and his or her Immediate Family Members, tenants, guests, invitees and every owner of an interest in Residences of Saddle Bridge shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which he or she is entitled to use for their intended purpose, subject to the following provisions:

24.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

24.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

24.1.3 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, his or her immediate family, etc., for any period during which any Assessment against that Owner remains unpaid.

24.1.4 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

24.1.5 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access for ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.



24.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

24.1.7 The rights of Developer and/or Association regarding Residences of Saddle Bridge as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

24.1.8 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

24.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

24.2 Ingress and Egress. An easement for ingress and egress is hereby created in favor of every Owner and Lessee, and his or her Immediate Family Members, tenants, guests, invitees and every owner of an interest in Residences of Saddle Bridge, for pedestrian traffic over, through and directly across sidewalks, paths, walkways, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

24.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under Residences of Saddle Bridge as may be required in connection with the development of Residences of Saddle Bridge and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Residences of Saddle Bridge, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Residences of Saddle Bridge for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer and its affiliates may market other residences and commercial properties located outside of Residences of Saddle Bridge from Developer's sales facilities located within Residences of Saddle Bridge. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of

promotional or sales activity that may be employed in the marketing of new and used residential Homes. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

24.4 Public Easements. Fire, police, school transportation, health, sanitation, emergency services, postal service, meter reading and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Residences of Saddle Bridge.

24.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

24.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

24.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Residences of Saddle Bridge (including Lots and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

24.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Residences of Saddle Bridge (including Homes and Lots) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

24.9 Drainage Easement. A non-exclusive easement shall exist in favor of Developer, SFWMD, Association, and their designees, and any other applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Residences of Saddle Bridge over, across and upon Residences of Saddle Bridge for

drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access shall exist for such parties to enter upon and over any portion of Residences of Saddle Bridge (including Homes and the rear of Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Residences of Saddle Bridge and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Residences of Saddle Bridge and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration. Notwithstanding the foregoing, a non-exclusive easement shall exist over, across and upon Residences of Saddle Bridge for property adjacent to Residences of Saddle Bridge for the purpose of surface water flow and surface storm water management.

24.10 Waterbodies. It is the responsibility of Association to maintain any Common Areas that borders on waterbodies or canals. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can affect the integrity of the lake or canal bank. Each such Owner shall ensure that banks and slopes of canals and waterbodies that lie within a Lot remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed.

24.11 Easement in Favor of Association. Association is hereby granted an easement over all of Residences of Saddle Bridge, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

24.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

25. Assessments.

25.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the “**Assessments**”). All Owners shall pay Assessments.

25.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Residences of Saddle Bridge, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including,

but not limited to, the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Declaration:

25.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Monthly Assessments**");

25.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "**Special Assessments**");

25.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**");

25.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes and for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas. To the extent permitted by applicable law, at such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Once established, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as may otherwise be provided by applicable law, until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

25.2.5 Assessments for which one or more Owners (but less than all Owners) within Residences of Saddle Bridge is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his or her Home (other than those portions of a Home maintained by Association) or a lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. Such entrance shall not be deemed a trespass. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien

for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Residences of Saddle Bridge that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

25.3 Association Option. Notwithstanding the foregoing, Association may require that an Owner (or all Owners) pay Monthly Assessments on a monthly basis or other basis based on prior payment history or other financial concerns, in Association's sole discretion.

25.4 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

25.5 Allocation of Operating Costs. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

25.5.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Residences of Saddle Bridge conveyed to Owners as of the immediately preceding September 30th or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

25.5.2 In the event Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

25.5.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

25.6 General Expenses Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, the Board may decide to assess Owners at different rates based on the size of the Home or other factors as may be determined by the Board from time to time. By way of example and not of limitation, if Association provides lawn maintenance, the Board may elect annually to charge each Home equal Assessments for such lawn service, or base such Assessments on the size of the Lot upon which the Home lies, base it on the size of the Home, or allocate such Assessments on any other reasonable basis adopted by the Board. The rate of Assessments shall be set forth in an amendment to this Declaration recorded in the Public Records and adopted by the Board at a Board meeting.

25.7 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

25.8 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner.

25.9 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Except as may be otherwise provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). After the Turnover Date, Developer shall only be obligated to pay Monthly Assessments on Lots and Homes owned by Developer and shall have no obligation to fund any shortfall as set forth above. Except as may otherwise be provided by applicable law, Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted (to the extent permitted by applicable law), (iii) retained by Association, and/or (iv) used for any other purpose, in

Association's sole discretion, except as prohibited by law. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

25.10 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. Developer shall fund entirely all Operating Costs until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES); THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. Budgets do not take into account inflation. Because there is no history of operation, it is impossible to predict actual expenses once Association begins operation. It is not intended that you rely on any budget in electing to purchase a Home. Projections in the initial budget are an effort to provide some information regarding future operating costs.

25.11 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

25.11.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

25.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

25.11.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

25.12 Initial Contributions. The initial purchaser of each Home from Developer, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial capital contribution in an amount equal to three (3) months of Assessments (or such other amount as established by Developer from time to time, if any) (the "**Initial Contributions**"). The funds derived from the Initial Contributions shall be

used at the discretion of Developer for any purpose whatsoever, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Amounts paid for Initial Contributions are not to be considered as advance payment of Assessments and need not be maintained in a separate account. Notwithstanding anything herein to the contrary, Developer shall have the option to waive the payment of Initial Contributions.

25.13 Resale Contribution. Association may establish a resale contribution (“**Resale Contribution**”). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer. After the Home has been conveyed by Developer there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

#### 25.14 Cost-Sharing Agreements.

25.14.1 Residences of Saddle Bridge is subject to that certain Reciprocal Maintenance, Easement and Cross-Access Agreement recorded at Official Records Book 47105, Page 1505 of the Public Records of Broward County, Florida (the “**Reciprocal Maintenance, Easement and Cross-Access Agreement**”), which requires (i) the homeowners association for the Existing Saddle Bridge Community to maintain a lake located within the Existing Saddle Bridge Community that serves as drainage to both Residences of Saddle Bridge and the Existing Saddle Bridge Community, and Developer is required to contribute to the costs of such maintenance; and (ii) Developer to maintain an emergency vehicle access point and gate off of S.W. 76<sup>th</sup> Avenue located within Residences of Saddle Bridge, and the homeowners association for the Existing Saddle Bridge Community is required to contribute to the costs of such maintenance.

25.14.2 Residences of Saddle Bridge is also subject to that certain Landscape Maintenance, Shared Cost and Access Agreement recorded at Official Records Book 49086, Page 1434 of the Public Records of Broward County, Florida (the “**Buffer Agreement**”, and together with the Reciprocal Maintenance, Easement and Cross-Access Agreement, the “**Cost-Sharing Agreements**”), which requires the homeowners association for the Existing Saddle Bridge Community to maintain the contiguous landscape buffer that surrounds the Existing Saddle Bridge Community and Residences of Saddle Bridge, and Developer is required to contribute to the costs of such maintenance.

25.14.3 Upon assignment of its obligations under the Cost-Sharing Agreements to Association, Association shall be responsible for the obligations of Developer under the Cost-Sharing Agreements. The costs of maintenance paid by Association to the homeowners association for the Existing Saddle Bridge Community pursuant to the Cost-Sharing Agreements will be Operating Costs and will be charged to the Owners as part of the Assessments.



25.15 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

25.16 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

25.17 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but the priority of the lien shall relate back to the date that this Declaration was recorded. Notwithstanding the foregoing, Association may not file a claim of lien against a Home for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such section may be amended or renumbered from time to time, as long as it may exist. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. Regardless of how title to a Home is acquired (including but not limited to purchase at a foreclosure sale or by deed in lieu of foreclosure), an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however, that: (i) such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner, and (ii) the liability of a first mortgagee, or

its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Home by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title is limited to the extent specifically set forth in Section 25.18.

25.18 Subordination of the Lien to Mortgages.

25.18.1 The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the claim of lien. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender.

25.18.2 Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Home by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be limited to the maximum amount permitted by Section 720.3085 of the Florida Statutes, as such section may be amended or renumbered from time to time, as long as it may exist. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

25.18.3 Any unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise), shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

25.19 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

25.20 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collection the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

25.21 Exemption. Except as otherwise expressly provided herein, Developer shall not be responsible for any Assessments of any nature or any portion of Operating Costs. Except as may otherwise be provided by applicable law, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 25.9 herein. In addition, the Developer, prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of Residences of Saddle Bridge subject to this Declaration from the Assessments, provided that such portion of Residences of Saddle Bridge exempted is used (and as long as it is used) for any of the following purposes:

25.21.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

25.21.2 Any real property interest held by a Telecommunications Provider under this Declaration;

25.21.3 Common Areas or property (other than a Home) owned by Association;

25.21.4 Any of Residences of Saddle Bridge exempted from ad valorem taxation by the laws of the State of Florida; and

25.21.5 Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in Residences of Saddle Bridge.

25.22 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies including, but not limited to, recovery of attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus three percent (3%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy.

25.23 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

25.24 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

26. Information to Lenders and Owners.

26.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, and in compliance with applicable laws, to Owners and Lenders current copies of the Association Documents.

26.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

26.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

26.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

26.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

26.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

26.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

27. Architectural Control.

27.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Residences of Saddle Bridge. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

27.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

27.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Residences of Saddle Bridge. Accordingly, the ACC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within Residences of Saddle Bridge by Owners other than Developer. The ACC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by the ACC from time to time. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion.

27.4 Development Plan. Developer has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING RESIDENCES OF SADDLE BRIDGE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW RESIDENCES OF SADDLE BRIDGE WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

27.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously approved and constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval may be granted in its sole discretion.

27.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Meetings of the ACC shall be open to all members of Association.

27.7 Power and Duties of the ACC. The ACC shall have the right and authority to review and approve and disapprove plans and specifications for the exterior design, landscaping, location, size, type or appearance of any proposed Home, structure or other improvement on a Lot. No structures or improvements shall be constructed on any portion of Residences of Saddle Bridge, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Residences of Saddle Bridge, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

27.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

27.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

27.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

27.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

27.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

27.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

27.8.6 Upon disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting,

then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

27.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ACC shall have no right to approve any changes to a Home not visible from the exterior of Home.

27.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ACC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Declaration or in the Community Standards on any other occasion.

27.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

27.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

27.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Residences of Saddle Bridge shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Residences of Saddle Bridge shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Residences of Saddle Bridge and no construction materials shall be stored in Residences of Saddle Bridge subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Residences of Saddle Bridge or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All



construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

27.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person) of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. All Contractors and their employees shall utilize those roadways and entrances into Residences of Saddle Bridge as are designated by the ACC for construction activities. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

27.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Residences of Saddle Bridge.

27.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Residences of Saddle Bridge. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Residences of Saddle Bridge and each Owner shall include the same therein.

27.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Residences of Saddle Bridge at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

27.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, incurred by Association and/or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the

architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

27.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, in connection therewith.

27.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

27.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 27.13 herein.

27.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees including, without limitation, improvements made or to be made to the Common Areas, or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

27.19 Exculpation. The ACC's rights of review and approval or disapproval of plans and other submissions under this Declaration are intended solely for the benefit of the ACC and Association. Neither the ACC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Developer, the ACC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans or other submissions under this Declaration except as otherwise expressly provided by Section 720.3035. Without limiting the generality of the foregoing,

the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters. Further, each Owner agrees to indemnify and hold Developer, Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pretrial and at all levels of proceedings, including appeals), arising out of any review of plans by the ACC under this Declaration except as otherwise expressly prohibited by law.

28. Owners' Liability.

28.1 Violations. Should any Owner do any of the following:

28.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision(s) herein benefiting the SFWMD; or

28.1.2 Cause any damage to any improvement or Common Areas; or

28.1.3 Impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

28.1.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

28.1.5 Impede Developer from proceeding with or completing the development of Residences of Saddle Bridge,

then Developer and/or Association, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

28.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written

notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

28.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

28.2.2 Commence an action to recover damages; and/or

28.2.3 Take any and all action reasonably necessary to correct the violation or breach.

28.3 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

28.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

28.5 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Association, and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

28.6 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners and/or Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

28.7 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

28.7.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

28.7.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the “**Violations Committee**”) appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

28.7.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

28.7.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

## 29. Additional Rights of Developer.

29.1 Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in Residences of Saddle Bridge, is affected by this Declaration, or maintains a sales office or administrative office within Residences of Saddle Bridge, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Residences of Saddle Bridge and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Residences of Saddle Bridge. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Residences of Saddle Bridge, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting the foregoing,

Developer shall have the right, but not the obligation to maintain an office within Residences of Saddle Bridge for administrative purposes including, without limitation, covering warranty work, for up to one (1) year after the Community Completion Date. The rights reserved hereunder shall extend beyond the Community Completion Date.

29.2 Modification. The development and marketing of Residences of Saddle Bridge will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Residences of Saddle Bridge to, as an example and not a limitation, amend a Plat and/or the Development Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents, joinders and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

29.3 Promotional Events. Developer and its assigns shall have the right, at any time, to hold marketing, and/or promotional events within Residences of Saddle Bridge, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Residences of Saddle Bridge and Homes in advertisements and other media by making reference to Residences of Saddle Bridge, including, but not limited to, pictures or drawings of Residences of Saddle Bridge, Common Areas, Lots and Homes constructed in Residences of Saddle Bridge.

29.4 Use by Prospective Purchasers. Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Residences of Saddle Bridge.

29.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

29.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas.

29.7 Commercial Uses. Developer may designate portions of Residences of Saddle Bridge for commercial purposes including, but not limited to, bed and breakfast facilities and shopping centers.

29.8 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, under, upon and across Residences of Saddle Bridge so long as any

such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Residences of Saddle Bridge. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

29.9 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right of Developer to perform the obligations of Association and to recover all costs incurred in doing so.

29.10 Additional Development. If Developer withdraws portions of Residences of Saddle Bridge from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or Lessees of such other forms of housing or improvements, upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

29.11 Representations. Developer makes no representations concerning development within or outside the boundaries of Residences of Saddle Bridge including,

but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on Residences of Saddle Bridge or in Residences of Saddle Bridge or adjacent or near Residences of Saddle Bridge, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered other than any representations or contractual obligations set forth in a purchase and sale agreement respecting a Home.

30. Telecommunications Services.

30.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of Residences of Saddle Bridge. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Residences of Saddle Bridge as agreed, from time to time, between the Telecommunications Provider and Developer.

30.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of the Residences of Saddle Bridge pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Residences of Saddle Bridge for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Residences of Saddle Bridge for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Residences of Saddle Bridge, then the cost of the Telecommunications Services may be Operating Costs and shall be assessed as a part of the Assessments.

30.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such



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

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

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

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

31.1.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE

USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF RESIDENCES OF SADDLE BRIDGE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

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

33. Venue. EACH OWNER ACKNOWLEDGES THAT REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION WAS CREATED FOR THE EXPRESS PURPOSE OF BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA, AND ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

34. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION.

DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT RESIDENCES OF SADDLE BRIDGE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGNOR OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

OF SADDLE BRIDGE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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

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

38. General Provisions.

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

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

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

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

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

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

Developer's plan of development for Residences of Saddle Bridge may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

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

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

Upon the Community Completion Date, or such earlier time as Developer shall designate, in its sole and absolute discretion, Association shall assume all of the obligations of Developer under the Title Documents, including, without limitation, unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

38.7 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the

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

39. Disclaimer Regarding Existing Saddle Bridge Community. There is a townhome community known as "Saddle Bridge" located to the south of Residences of Saddle Bridge and containing 13 townhome buildings and related amenities (the "**Existing Saddle Bridge Community**"). Residences of Saddle Bridge is a separate community from the Existing Saddle Bridge Community, and Owners are not permitted to use the common areas, roads or any of the amenities located within, or developed solely for the benefit of the owners of units within, the Existing Saddle Bridge Community, unless otherwise permitted by a Title Document or the homeowners association governing the Existing Saddle Bridge Community.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 14<sup>th</sup> day of February, 2017.

**WITNESSES:**

**STANDARD PACIFIC OF FLORIDA,**  
a Florida general partnership

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

Print Name: JUSTIN COOK

Print Name: JUSTIN MUSSO

By:   
Name: P. GONZALEZ  
Its VICE PRESIDENT LAND DEVELOPMENT

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



The foregoing instrument was acknowledged before me this 14 day of Feb, 2017, by Patrick Gonzalez, as VP-Land Development of Standard Pacific of Florida GP, Inc., a Delaware corporation, which is the general partner of Standard Pacific of Florida, a Florida general partnership, on behalf of the corporation and partnership, and [  ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida  
Print Name: Michele McIntyre

JOINDER OF

RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC.

RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC. does hereby join in the Declaration of Covenants, Restrictions and Easements for Residences of Saddle Bridge (the "Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of February, 2017.

WITNESSES:

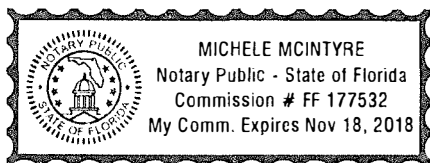
RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: ERNESTO GUTIERREZ

Print Name: SCOTT HARALA

By: [Signature]

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



{SEAL}

The foregoing instrument was acknowledged before me this 14 day of Feb, 2017 by Vincent Musso, as President of RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, and [x] who is personally known to me or [ ] who produced as identification.

My commission expires:

Notary Signature: Michele McIntyre
NOTARY PUBLIC, State of Florida
Print Name: Michele McIntyre



**EXHIBIT 1**

**LEGAL DESCRIPTION OF RESIDENCES OF SADDLE BRIDGE**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL A, ACCORDING TO THE PLAT OF SADDLE BRIDGE, AS RECORDED IN PLAT BOOK 177, PAGES 179 AND 180, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A; THENCE RUN NORTH 88°10'33" EAST (BASED ON A GRID BEARING) 72.03 FEET ALONG THE NORTH BOUNDARY OF SAID PARCEL A TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 01°52'51" WEST; THENCE ALONG SAID NORTH BOUNDARY ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 24603.33 FEET AND A CENTRAL ANGLE OF 00°38'46" RUN EASTERLY 277.48 FEET; THENCE RUN 79°05'14" EAST 51.41 FEET ALONG SAID NORTH BOUNDARY, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 02°38'37" WEST; THENCE ALONG SAID NORTH BOUNDARY, ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 24615.33 FEET AND A CENTRAL ANGLE OF 00°26'32" RUN EASTERLY 190.00 FEET; THENCE RUN SOUTH 47°38'13" EAST 42.76 FEET ALONG SAID NORTH BOUNDARY TO AN INTERSECTION WITH THE EAST BOUNDARY OF SAID PARCEL A; THENCE RUN SOUTH 02°11'18" EAST 316.89 FEET ALONG SAID EAST BOUNDARY; THENCE RUN SOUTH 87°48'42" WEST 140.59 FEET; THENCE RUN NORTH 02°11'18" WEST 114.09 FEET; THENCE RUN SOUTH 87°48'42" WEST 177.16 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 336.00 FEET AND A CENTRAL ANGLE OF 06°22'26" RUN WESTERLY 37.38 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 85°48'52" WEST 57.09 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 290.50 FEET AND A CENTRAL ANGLE OF 06°22'26" RUN WESTERLY 32.32 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 87° 48'42" WEST 176.02 FEET ALONG THE TANGENT EXTENDED TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF SAID PARCEL A; THENCE RUN NORTH 02°10'56" WEST 232.46 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

**EXHIBIT 2**  
**ARTICLES OF INCORPORATION**

*[See attached]*

FILED  
17 JAN 27 PM 12:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION  
OF  
RESIDENCES OF SADDLE HOMEOWNERS ASSOCIATION, INC.**

(a Florida Corporation Not For Profit)

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

1. **Name of Corporation.** The name of the corporation is RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC. (the "Association").
2. **Principal Office.** The initial principal office of the Association is at the offices of Standard Pacific of Florida, which is located at 825 Coral Ridge Drive, Coral Springs, Florida 33071.
3. **Registered Office - Registered Agent.** The Association's registered agent is Shannon Sheppard, Esq., who maintains a business office at 100 N. Tampa Street, Suite 2050, Tampa, Florida 33602.
4. **Definitions.** A declaration entitled Declaration of Covenants, Restrictions, and Easements for Residences of Saddle Bridge (as amended and amended and restated from time to time, the "Declaration") has been or will be recorded among the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Residences of Saddle Bridge. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose of the Association.** The Association is formed to:
  - 5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.
  - 5.2 Perform the duties delegated to it in the Declaration.
  - 5.3 Administer the interests of the Association and the Owners.
  - 5.4 Promote the health, safety and welfare of the Owners.
6. **Not-for-Profit.** The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.
7. **Powers of the Association.** The Association shall, subject to the limitations and reservations set forth in applicable law and the Declaration, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:
  - 7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

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

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

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

7.5 To pay all expenses of the Association, including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association, and all expenses relating to the Cost-Sharing Agreements (as defined in the Declaration).

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

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

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

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

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

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

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

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

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

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

7.16 Upon Standard Pacific of Florida's assignment of its obligations thereunder, to assume and perform the obligations of Standard Pacific of Florida pursuant to that certain Reciprocal Maintenance, Easement and Cross-Access Agreement recorded at Official Records Book 47105, Page 1505 of the Public Records of Broward County, Florida and that certain Landscape Maintenance, Shared Cost and Access Agreement recorded at Official Records Book 49086, Page 1434 of the Public Records of Broward County, Florida.

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

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

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

NAME	ADDRESS
Vincent Musso	825 Coral Ridge Drive Coral Springs, Florida 33071
Justin Cook	825 Coral Ridge Drive Coral Springs, Florida 33071
Patrick Gonzalez	825 Coral Ridge Drive Coral Springs, Florida 33071

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

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

13. Amendment(s).

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

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

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

14. Limitations.

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

14.2 Rights of the Developer. There shall be no amendment to these Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of the Developer, unless approved by Developer in accordance with Section 13.1.

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

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

Vincent Musso	-	President
Justin Cook	-	Vice President/Treasurer
Patrick Gonzalez	-	Secretary


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

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

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

19. Incorporator. The name and address of the incorporator of the Association is Shannon Sheppard, Esq., 100 N. Tampa Street, Suite 2050, Tampa Florida 33602.

**IN WITNESS WHEREOF**, the above mentioned incorporator has executed these Articles of Incorporation as of the 26<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
Shannon Sheppard, Incorporator

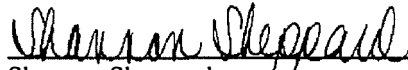


**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Shannon Sheppard, whose business office is 100 N. Tampa Street, Suite 2050, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

**ACCEPTANCE**

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.

  
Shannon Sheppard  
Date: January 26, 2017

FILED  
17 JAN 27 PM 12:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

*[See attached]*

**BY-LAWS**  
**OF**  
**RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC.**

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**BY-LAWS  
OF  
RESIDENCES OF SADDLE BRIDGE HOMEOWNERS ASSOCIATION, INC.**

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

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

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

"Member" shall mean a Member of the Association.

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

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

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

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

3. Members.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the

absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

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

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

#### 4. Board of Directors.

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

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

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

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

4.5 Appointment and Election of Directors. Subject to Section 720.307(2), Florida Statutes, until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of the Association. From and after the Turnover Date (or such earlier date determined

by Developer in its sole and absolute discretion), the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

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

## 5. Meeting of Directors.

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

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

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

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

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

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

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

Notices of any meetings of the Board at which Assessments against Homes and/or amendments regarding rules regarding parcel use are to be considered shall (x) be provided not less than fourteen (14) days in advance and in accordance with Section 720.303(2)(c), Florida Statutes, and (y) contain a statement (as applicable) that (i) Assessments shall be considered and a statement of the nature of such Assessments and/or (ii) that amendments regarding rules regarding parcel use shall be considered.

6. Powers and Duties of the Board.

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

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

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

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

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

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

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, each as provided in the

Declaration, and with any other matters involving the Association or its Members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration. The Board may finance any acquisition on such terms approved by the Board.

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

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

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

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

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

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

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

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

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

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

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

6.4 Limitations.

6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date. Until the Turnover Date, and to the extent permitted by Florida Statutes, Developer shall have and is hereby granted a right, in Developer's sole discretion, to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or by the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association. Prior to the Turnover Date, no action authorized by the Association, the Board,

the ACC or any committee shall become effective, nor shall any action, policy or program be implemented until and unless:

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

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

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

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

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

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

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

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

7.4 Enforcement.

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

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

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

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

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

8. Officers and Their Duties.

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

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

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

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

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

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

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

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

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

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

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

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

9. Committees.

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

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

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

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



## 12. Amendments.

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

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

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

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

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

## 15. Miscellaneous.

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

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

**EXHIBIT 4**  
**SFWMD PERMIT**

*[See attached]*



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE PERMIT NO. 06-05415-P  
DATE ISSUED: MAY 15, 2008**

FORM 60145  
REV. 08/93

**PERMITTEE:** CENTERLINE HOMES ENTERPRISES ONE LLC  
(SADDLE BRIDGE)  
825 CORAL RIDGE DR.  
CORAL SPRINGS, FL 33071

**PROJECT DESCRIPTION:** CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 16.19 ACRE RESIDENTIAL/COMMERCIAL DEVELOPMENT KNOWN AS SADDLE BRIDGE.

**PROJECT LOCATION:** BROWARD COUNTY, SECTION 28 TWP 50S RGE 41E

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

This Permit is issued pursuant to Application No. 060906-19, dated March 6, 2006. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

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

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

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

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

SEE PAGES 2 - 5 OF 8 (30 SPECIAL CONDITIONS).  
SEE PAGES 6 - 8 OF 8 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On           ORIGINAL SIGNED BY:          

By           ELIZABETH VEGUILLA            
DEPUTY CLERK

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**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on May 15, 2013.
2. Operation of the surface water management system shall be the responsibility of SADDLE BRIDGE HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
Structure: CS1  
  
1-4.5' WIDE SHARP CRESTED weir with crest at elev. 5.25' NGVD 29.  
  
Receiving body : On-site Lake/Wetland  
Control elev : 3 feet NGVD 29.  
Structure: CS2  
  
1-4.08' WIDE SHARP CRESTED weir with crest at elev. 6.54' NGVD 29.  
1-.38' dia. CIRCULAR ORIFICE with invert at elev. 3' NGVD 29.  
  
Receiving body : CBWCD S-12 Canal  
Control elev : 3 feet NGVD 29.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

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12. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. Minimum building floor elevation: BASIN: Site - 8.00 feet NGVD 29.
14. Minimum road crown elevation: Basin: Site - 6.00 feet NGVD 29.
15. A mitigation program for this project shall be implemented in accordance with Exhibit Nos. 2.0 and 3.0. The permittee shall enhance, and restore 1.99 acres and create 0.24 acres of freshwater herbaceous wetlands and create an open water buffer surrounding the mitigation area. Additionally, the permittee shall purchase 1.86 freshwater herbaceous credits from the FPL/Everglades Mitigation Bank.
16. The mitigation plan calls for the backfilling of the mitigation area with a minimum of 12" of muck. The backfill material shall be clean and shall include no solid vegetation debris, including tree limbs or tree trunks.
17. Any proposed revisions to the permitted work schedules shown on Exhibit No. 6 must include documentation that mitigation work will be completed prior to or concurrently with authorized wetland impacts.
18. The permittee and all designated contractors shall adhere to all project and mitigation construction details and methodology indicated on the enclosed permit Exhibits and described herein.
19. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed as shown on Exhibit No. 2; page 10 of 11. The markers shall be maintained in perpetuity.
20. The successful completion of the mitigation plan is heavily dependent on proper site grading as shown on Exhibit 2. Therefore, prior to demobilizing equipment from the site and prior to planting, the permittee shall provide an as-built survey in accordance with the work schedule identified as Exhibit 5 and schedule an inspection by District Environmental Resource Compliance staff to ensure that appropriate elevations and slopes have been achieved.
21. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 6, the permittee shall submit documentation from the Florida Department of Environmental Protection that 1.86 Freshwater Herbaceous mitigation credits have been deducted from the ledger for the Loxahatchee Mitigation Bank for this project.
22. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
23. A monitoring and maintenance program for the mitigation area(s) shall be implemented in accordance with Exhibit Nos. 3, 5 and 6. The monitoring program shall extend for a period of five years with annual reports submitted to District Environmental Resource Compliance staff, or longer as needed to demonstrate compliance with the criteria below.

Vegetative success criteria for the mitigation areas are:

A) All mitigation areas:

- 1) Will be maintained less than 5% exotic nuisance plants (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) for 5 consecutive years to achieve success, then in perpetuity per the long-term maintenance provisions.
- 2) Other nuisance plants shall be controlled at no more than 5% coverage and maintained at or below this level for 5 consecutive years, and in perpetuity per the long-term maintenance provisions.
- 3) In addition, exotic and other nuisance plants shall be controlled such that these species do not dominate any one

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section of those areas. Specifically, no area of 1/2 acre in size shall exceed the 5% coverage required for the overall conservation area.

**B) Wetlands:**

- 4) Shall remain free of livestock, not be subject to tree cutting (other than removal of exotic or nuisance species) and have sustainable wetland hydrology with at least 3 months of inundation and saturation during years with typical rainfall.
  - 5) Created wetlands shall have at least 80% coverage of beneficial native wetland species within 3 years. If this coverage is not achieved, additional mulching and/or planting will be done to assure 80% coverage.
  - 6) Planted trees shall have at least an 80% survival for 5 consecutive years, showing normal growth (girth and height).
24. The permittee shall be responsible for the successful completion of the mitigation work, including the monitoring and maintenance of the mitigation areas for the duration of the plan. The mitigation area shall not be turned over to the operation entity until the mitigation work is accomplished as permitted and District Environmental Resource Compliance staff has concurred.
  25. Prior to commencement of construction and in accordance with the work schedule in Exhibit No. 6, the permittee shall submit documentation that the executed conservation easement for the mitigation area and associated buffers has been accepted by Broward County for recording.

The permittee shall submit two certified copies of the recorded conservation easement for the mitigation area and associated buffers when these documents are available from the County.

Please also supply this data in a digital CAD (.dxf) or GIS (ESRI Coverage) format. The files should be in the Florida State Plane Coordinate system, East Zone (3601) with a data datum of NAD83, HARN with the map units in feet. This data should reside on a CD or floppy disk and be submitted to the District's Environmental Resource Compliance Division in the Palm Beach Service Center. The recorded easement shall utilize the form attached as Exhibit 4. Any proposed modifications to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

26. Wetland mitigation and open water buffer areas shall be dedicated as conservation and common areas in the conservation easements as well as on the plat if the project will be platted. Restrictions for use of the conservation/common areas shall stipulate:

The wetland preservation/mitigation areas, upland buffer zones, and/or upland preservation areas are hereby dedicated as conservation and common areas. The conservation/common areas shall be the perpetual responsibility of the Saddle Bridge Homeowners Association, Inc. and may in no way be altered from their natural or permitted state as documented in the permit file, with the exception of permitted restoration activities. Activities prohibited within the conservation areas include, but are not limited to:

- (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
- (b) dumping or placing soil or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic and nuisance vegetation removal;
- (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;

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- (e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking and fencing;
- (g) acts or uses detrimental to such retention of land or water areas; and
- (h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Copies of recorded documents shall be submitted to the District's Environmental Resource Compliance staff concurrently with engineering certification of construction completion.

27. Activities associated with the implementation of the mitigation, monitoring and maintenance plan(s) shall be completed in accordance with the work schedule attached as Exhibit No. 6. Any deviation from these time frames will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
28. Prior to the commencement of construction and in conformance with the work schedule in Exhibit 6, the permittee shall provide an original letter of credit in the amount of \$67,375.00 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit No. 3. The financial assurance shall be in substantial conformance with Exhibit No. 3. The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

Should the permit be transferred from the construction to operational phase prior to the completion of the mitigation and monitoring program, it will be incumbent upon the original permittee to either keep the existing financial assurance in force or provide replacement financial assurance in the name of the operational entity. The existing financial assurance cannot be released until a replacement document is received and accepted by the District.

29. A maintenance program shall be implemented in accordance with Exhibit No. 3 for the enhanced/created wetland areas on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
30. The following exhibits for the permit are incorporated by reference herein and are located in the permit file:

Exhibit No. 5: Home Owners Association Declarations, Bylaws, Articles of Incorporation and a table showing where required information is located within those documents.

**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

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responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

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PERMIT NO: 06-05415-P  
PAGE 8 OF 8

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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## ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

## 40E-4.321 Duration of Permits.

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

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

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

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or 4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

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

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

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

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

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

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

*Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.*

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## NOTICE OF RIGHTS

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

### RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

### Filing Instructions

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

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

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### **Initiation of an Administrative Hearing**

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

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

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

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

### **Mediation**

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

### **RIGHT TO SEEK JUDICIAL REVIEW**

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

SCANNED 01/06/2010 11:01 AM



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Environmental Resource Regulation  
**Application No.:** 090429-10

January 6, 2010

CENTERLINE HOMES ENTERPRISES ONE LLC  
825 CORAL RIDGE DR  
CORAL SPRINGS, FL 33071

Dear Permittee:

**SUBJECT: PERMIT NO.: 06-05415-P**  
**Project :** SADDLE BRIDGE  
**Location:** Broward County, S28/T50S/R41E

District staff has reviewed the information submitted December 7, 2009, for the modification of the previously authorized mitigation area (Application No. 060906-19). This request is to construct the bottom elevation of the mitigation area at 1.25 feet NGVD as opposed to the originally proposed elevation of 2.0 feet NGVD. The control elevation of 3.0' NGVD in the project area has been gauged below 3.0' NGVD during the winter months which prompted this modification request.

Based on that information, District staff has determined that the proposed activities are in compliance with the original environmental resource permit and appropriate provisions of FAC Rule 40E-4.331(2)(b). Therefore, these changes have been recorded in our files.

Please understand that your permit remains subject to the General Conditions and all other Special Conditions not modified and as originally issued.

Should you have any questions concerning this matter, please contact this office.

Sincerely,

Carlos A. de Rojas, P.E.  
Section Leader - Swm  
Palm Beach Service Center

CD/js

c: Broward County Engineer  
J J Goldasich And Association  
Saddle Bridge Centerline Homes

## NOTICE OF RIGHTS

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

### RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

### Filing Instructions

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

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

SCANNED 01/06/2010 11:01 DR

**Initiation of an Administrative Hearing**

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

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

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

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

**Mediation**

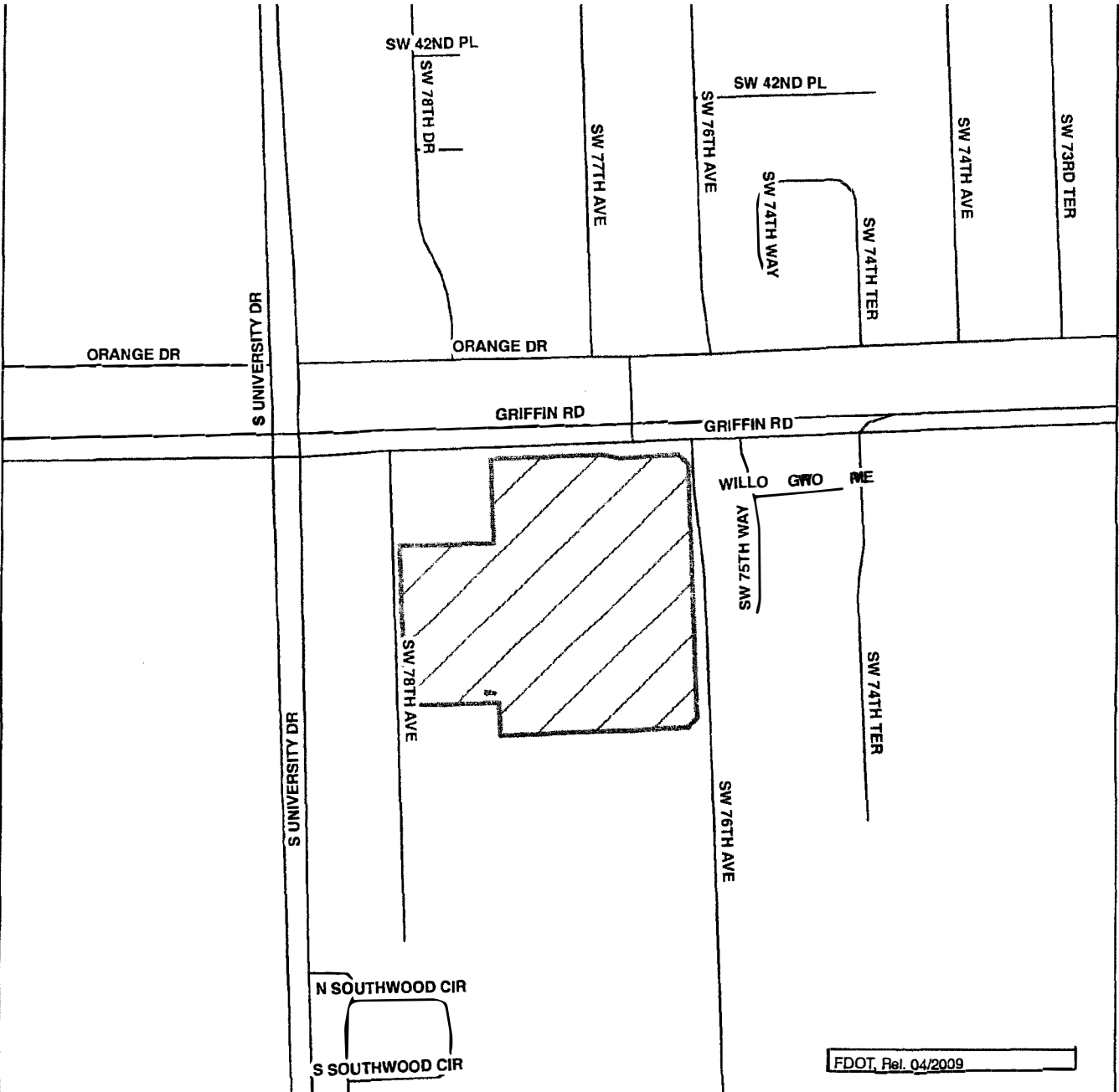
The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

**RIGHT TO SEEK JUDICIAL REVIEW**

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



SCANNED 01/05/2010 11:01 DR



FDOT, Rel. 04/2009

BROWARD COUNTY, FLORIDA

Legend

 Application

Application Number: 090429-10

Permit Number: 06-05415-P

Project Name: SADDLE BRIDGE



Map Date: 1/6/2010

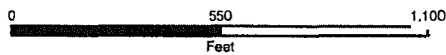
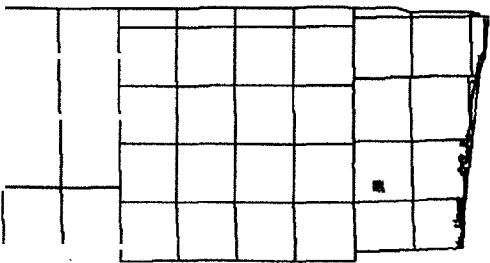
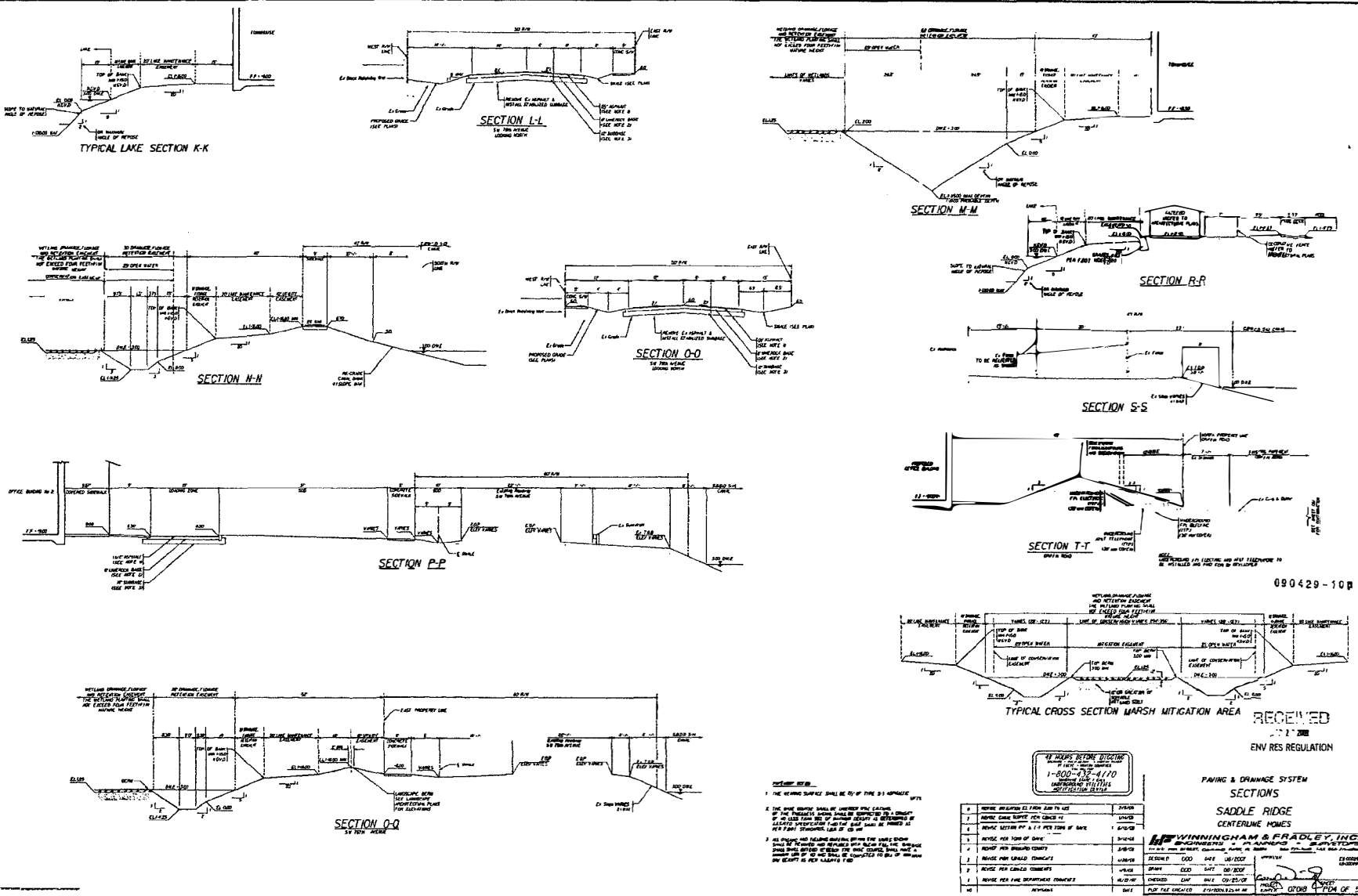


Exhibit : 1



090429-10 p

RECEIVED  
ENV RES REGULATION

PAVING & DRAINAGE SYSTEM  
SECTIONS  
SADDLE RIDGE  
CENTERLINE HOMES

**WINNINGHAM & FRADLEY, INC.**  
ENGINEERS & ARCHITECTS

DATE: 01/06/2010  
PROJECT: SADDLE RIDGE CENTERLINE HOMES

BY: [Signature]  
CHECKED: [Signature]  
DATE: 01/06/2010

1	REVISE: REVISION 01/06/2010	01/06/2010
2	REVISE: REVISION 01/06/2010	01/06/2010
3	REVISE: REVISION 01/06/2010	01/06/2010
4	REVISE: REVISION 01/06/2010	01/06/2010
5	REVISE: REVISION 01/06/2010	01/06/2010
6	REVISE: REVISION 01/06/2010	01/06/2010
7	REVISE: REVISION 01/06/2010	01/06/2010
8	REVISE: REVISION 01/06/2010	01/06/2010
9	REVISE: REVISION 01/06/2010	01/06/2010
10	REVISE: REVISION 01/06/2010	01/06/2010

- NOTES:**
- THE FINISH SURFACE SHALL BE 1/2" OF TYPE 31 ASPHALT.
  - ALL 1/2" OF TYPE 31 ASPHALT SHALL BE THICKENED 1/4" ON EACH SIDE OF THE CURB TO PROVIDE A 1/4" SLOPE TO THE CURB. ALL 1/2" OF TYPE 31 ASPHALT SHALL BE THICKENED 1/4" ON EACH SIDE OF THE CURB TO PROVIDE A 1/4" SLOPE TO THE CURB.
  - ALL 1/2" OF TYPE 31 ASPHALT SHALL BE THICKENED 1/4" ON EACH SIDE OF THE CURB TO PROVIDE A 1/4" SLOPE TO THE CURB.

Cory D. Winningham P.E. 23044  
FLS.JM.2961  
2/9/2009

SCANNED 01/05/2010 11:01 AM

<b>Saddle Bridge</b>	
<b>Estimated Wetland Mitigation Construction, Maintenance and Monitoring Schedule</b>	
Date	Activity
May 2008	Commencement of initial scraping in mitigation area
February 2009	Completion of initial scraping of mitigation area, and replacement of wetland soils
February 2010	Completion of additional scraping pursuant to modification approval
March 2010	Planting of mitigation area
April 15, 2010	Time Zero Monitoring Report submittal
April 15, 2011	First Annual Monitoring Report submittal
April 15, 2012	Second Annual Monitoring Report submittal
April 15, 2013	Third Annual Monitoring Report submittal
April 15, 2014	Fourth Annual Monitoring Report submittal
April 15, 2015	Final Monitoring Report submittal
May 1, 2015	Site evaluation with SFWMD, EPD and ACOE compliance staff

F:\Projects\Centerline\Saddle Bridge\Saddlebridge - Mitigation Schedule(mod).doc  
 Created on 1/5/2010 7:05 AM



J. J. GOLDASICH AND ASSOCIATES, INC.

Application No.: 090429-10  
January 6, 2010  
Page : 2

bc: Joseph D. Santangelo  
Kurtis Gregg  
Environmental Resource Compliance - 4230  
Permit File - 4240

SCANNED 01/06/2010 11:01 DP



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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

Application 160401-19  
District Permit 06-05415-P-02

April 26, 2016

Standard Pacific Of Florida  
825 Coral Ridge Drive  
Coral Springs, FL 33071  
[patrick.gonzalez@calatl.com](mailto:patrick.gonzalez@calatl.com)

Saddle Bridge Homeowners Association, Inc.  
c/o Landmark Management Services, Inc.  
1941 NW 150<sup>th</sup>. Avenue  
Pembroke Pines, FL 33028  
[karin@landmarkmgmt.com](mailto:karin@landmarkmgmt.com)

Dear Permittees:

**Subject: Notice of Permit Transfer  
Saddle Bridge  
Broward County, S28/T50S/R41E**

In response to your request which we received on April 10, 2016 for transfer of the above, Permit 06-05415-P-02 has been officially transferred to Standard Pacific of Florida and Saddle Bridge Homeowners Association, Inc. as co-permittees, subject to the attached Notice of Rights. As a condition of transfer you have agreed that all terms and conditions of the permit and subsequent modifications, if any, are understood and accepted, and any proposed modification shall be applied for and authorized by this District prior to such modification. The Permit Transfer document including conditions and permit history are enclosed.

Copies of the permit documents can be obtained from the District's ePermitting website at <http://my.sfwmd.gov/ePermitting>. Please contact Sandra Gonzalez at [sgonzale@sfwmd.gov](mailto:sgonzale@sfwmd.gov) or (561) 682-6786 for more information.

Sincerely,

A handwritten signature in black ink that reads "Stanley Orłowski".

Stanley Orłowski, Section Administrator  
Regulatory Support Bureau  
Regulation Division  
SO/sg

c: Broward County Engineer, [amalcolm@broward.org](mailto:amalcolm@broward.org)  
Michael Debock, Standard Pacific of Florida, [mdebock@stanpac.com](mailto:mdebock@stanpac.com)  
Thomas Mannino, Winningham & Fradley, Inc., [tpm@winnfrad.com](mailto:tpm@winnfrad.com)

## NOTICE OF RIGHTS

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

### RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

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

### FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.

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- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

#### **INITIATION OF AN ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

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

#### **MEDIATION**

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

#### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
PERMIT TRANSFER FOR  
ENVIRONMENTAL RESOURCE INDIVIDUAL PERMIT NO. 06-05415-P-02

DATE ISSUED : APR 26, 2016

PERMITTEE: STANDARD PACIFIC OF FLORIDA  
(SADDLE BRIDGE)  
825 CORAL RIDGE DRIVE  
CORAL SPRINGS, FL 33071

SADDLE BRIDGE HOMEOWNERS ASSOCIATION INC  
C/O LANDMARK MANAGEMENT SERVICES  
1941 NORTHWEST 150TH AVENUE  
PEMBROKE PINES, FL 33028

ORIGINAL PERMIT ISSUED: JANUARY 6, 2010, MODIFIED AS DESCRIBED IN ATTACHED PERMIT HISTORY.

ORIGINAL PROJECT AUTHORIZATION: CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 16.19 ACRE RESIDENTIAL/COMMERCIAL DEVELOPMENT KNOWN AS SADDLE BRIDGE.

CURRENT AUTHORIZATION: TRANSFER CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 16.19 ACRE RESIDENTIAL/COMMERCIAL DEVELOPMENT KNOWN AS SADDLE BRIDGE.

PROJECT LOCATION: BROWARD COUNTY

SECTION: 28 TWP: 50S RGE: 41E

PERMIT DURATION: AS PREVIOUSLY PERMITTED.

In response to Transfer Application No. 160401-19, dated April 1, 2016 this Permit Transfer is issued pursuant to the applicable provisions of Part IV, Chapter 373, Florida Statutes (F.S) and Section 62-330.340, Florida Administrative Code.

All Permit design specifications, special and general/limiting Permit conditions, and other terms and requirements contained in the Permit shall remain in full force and effect unless further modified by the South Florida Water Management District and shall be binding upon the Permittee, for the duration of the Permit, as specified in Section 62-330.320, Florida Administrative Code.

In the event the property is sold or otherwise conveyed, the Permittee shall remain liable for compliance with this Permit until permit transfer to the new owner is approved by the District. Section 62-330.340, Florida Administrative Code requires written notification to the District within 30 days of the transfer of any interest in the permitted real property, giving the name and address of the new owner in interest with a copy of the instrument effecting the transfer.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS: as previously permitted

By Stanley Orłowski  
Stanley Orłowski  
Section Administrator  
Regulatory Support Bureau



PERMIT HISTORY

25-APR-2016  
transfer\_history

Permit No: 06-05415-P-02

Project Description: SADDLE BRIDGE

Issue Date	App #	Permit Type	Purpose	M/O Owner	Project
06-JAN-10	090429-10	ERP LTRMD GENERAL	COMPLIANCE LETTER MOD	SADDLE BRIDGE HOMEOWNERS ASSOCIATION INC	SADDLE BRIDGE
26-APR-16	160401-19	ERP TRANS INDIVIDUAL	PERMIT TRANSFER	M STANDARD PACIFIC OF FLORIDA M SADDLE BRIDGE HOMEOWNERS ASSOCIATION INC	SADDLE BRIDGE