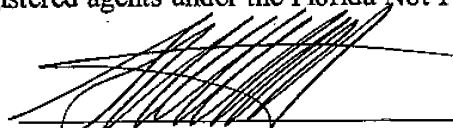


The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



STEVEN M. HELFMAN, Registered Agent

Dated: July 1, 2014

[CORPORATE SEAL]

This is not a certified copy

EXHIBIT E

Amended and Restated Bylaws of Tuscany Property Owners Association, Inc.

[See Attached 13 Pages]

This is not a certified copy

**AMENDED AND RESTATED BYLAWS
OF
TUSCANY PROPERTY OWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED BYLAWS ("Amended Bylaws") are adopted as of the 1st day of July, 2014 by TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation not for profit.

RECITALS

WHEREAS, the Bylaws of Association were entered into as of December 20, 2012 and amended by that certain First Amendment to Bylaws executed June 2, 2014 (collectively, the "Original Bylaws"); and

WHEREAS, pursuant to Section 13.3 of the Original Bylaws, until the Turnover Date (as defined in the Original Bylaws), all amendments or modifications of the Bylaws shall only be made by action of the First Board as described in the Articles of Incorporation of the Association, which First Board shall have the power to amend, modify and adopt any Bylaws without the requirement of any consent, approval or vote of the Members of the Association; and

WHEREAS, the Turnover Date has not occurred, and accordingly the First Board has the right to approve, and has unanimously approved, the amendment and restatement of the Original Bylaws.

NOW, THEREFORE, pursuant to the authority and for the reasons aforementioned, the undersigned, being all of the Directors of the First Board, do hereby amend and restate the Original Bylaws in their entirety as follows:

The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings attributed to them in the Declaration (as hereinafter defined).

Section 1. Identification of Association

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

1.1. The office of the Association shall be for the present at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 and thereafter may be located at any place designated by the Board.

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

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

Section 2. Explanation of Terminology

The terms defined in the Amended and Restated Articles of Incorporation of the Association of even date herewith ("Articles") as well as in the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscan recorded or to be recorded in the Public Records of Palm Beach County, Florida ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

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

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

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

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

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"); shall be given to each Member entitled to vote at such Member's last known address as it appears on the books of the Association, and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall

constitute such Member's waiver of notice of such Meeting, and waiver of any and all objections to the place of the Meeting, the time of the Meeting or the manner in which it has been called or convened, except when such Member's (or such Member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the Meeting to the transaction of business because the Meeting is not lawfully called.

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

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

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

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a

ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the HOA Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

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

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

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

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

Section 4. Board; Directors' Meetings

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

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

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

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

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

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

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, facsimile or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice, at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

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

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors

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

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

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

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

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

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

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

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

Section 5. Powers and Duties of the Board

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

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

Section 6. Late Fees

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

- (a) Reasonable attorney's fees, costs and expenses incurred in the filing of a Claim of Lien;
- (b) Reasonable attorney's fees, costs and expenses incurred in the filing of a Satisfaction of Lien;
- (c) Reasonable attorney's fees, costs and expenses incurred in the preparation and sending of any Notice of Intent to Lien and Notice of Intent to Foreclose; and
- (d) Reasonable attorney's fees, costs and expenses incurred in any action pursuing collection of such unpaid Assessments or violation by a Member or their guests and invitees of any part of the Tuscany Documents.

Section 7. Officers of the Association

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

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

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

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

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

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

Section 8. Resignations; Vacancy; Removal

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

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

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

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

Section 9. Accounting Records; Fiscal Management

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

account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other non-privileged records that identify, measure, record or communicate financial information.

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

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

9.4. Individual Lot Assessments and Shared Facilities Expenses (with respect to the Apartment Site) shall all be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses and/or Shared Facilities Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses and/or Shared Facilities Expenses, as applicable, than monies from Assessments, then such

deficits shall be carried into the next succeeding year's Budget or Shared Facilities Expenses Budget, as applicable, as a deficiency or shall be the subject of: (i) a Special Assessment for Operating Expenses, (ii) a Special Assessment for Shared Facilities Expenses with respect only to the Apartment Site; or (iii) an upward adjustment to the Budget and Individual Lot Assessment and/or an upward adjustment to the Shared Facilities Expenses Budget and Shared Facilities Expenses, all as amended from time to time by the Board.

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

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

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Tuscany; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Tuscany Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

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

Section 12. Roster of Owners

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

Section 13. Amendment of the Bylaws

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

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

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

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

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

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of

Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

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

Section 14. Mediation

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

Section 15. Recall of Board Members and Election Disputes

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

Section 16. Interpretation

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

TUSCANY PROPERTY OWNERS
ASSOCIATION, INC.

By: Charles Saenz

Name: Charles Saenz

Title: President

Attest: N. Maria Menendez

Name: N. Maria Menendez

Title: Secretary

[CORPORATE SEAL]

EXHIBIT F

Water Management District Permit

[See Attached 33 Pages]

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**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-08178-P**

DATE ISSUED: FEBRUARY 12, 2009

FORM 80143
REV. 08/22

PERMITTEE: ATLANTIC COMMONS ASSOCIATES, LLLP
(ATLANTIC COMMONS PUD)
1600 SAWGRASS CORPORATE PARKWAY, SUITE
SUNRISE, FL 33323

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 121.30 ACRE RESIDENTIAL DEVELOPMENT KNOWN AS ATLANTIC COMMONS PUD. IN ADDITION, AUTHORIZATION FOR EXCAVATION OF LAKES, SITE CLEARING AND GRADING AND CONTROL STRUCTURE INSTALLATION.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 16,17 TWP 46S RGE 42E

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

This Permit is issued pursuant to Application No. 051107-11, dated August 9, 2005. 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 - 3 OF 6 (19 SPECIAL CONDITIONS),
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

On ORIGINAL SIGNED BY:

By ELIZABETH VEGUILLA
DEPUTY CLERK

SPECIAL CONDITIONS

- 1. The conceptual phase of this permit shall expire on February 12, 2011.
The construction phase of this permit shall expire on February 12, 2014.
- 2. Operation of the surface water management system shall be the responsibility of ATLANTIC COMMONS 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:

Basin: Southeast

1-1' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.

Basin: Southwest

1-.79' W X .83' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.

Basin: North

1-1.21' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

Receiving body : LWDD E-2E Canal
Control elev : 16 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.
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: Southeast - 21.20 feet NGVD 29. BASIN: Southwest - 21.20 feet NGVD 29. BASIN: North - 21.90 feet NGVD 29.
14. Minimum road crown elevation: Basin: Southeast - 19.00 feet NGVD 29. Basin: Southwest - 19.00 feet NGVD 29. Basin: North - 19.00 feet NGVD 29.
15. In accordance with the work schedule in Exhibit 4, the permittee shall submit verification from the Florida Department of Environmental Protection (FDEP) that 3.76 freshwater herbaceous credit have been debited from the Loxahatchee Mitigation Bank ledger as mitigation for this impact.
16. Activities associated with the mitigation plan(s) shall be completed in accordance with the work schedule attached as Exhibit 4. Any deviation from this time frame 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.
17. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in accordance with Exhibit 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into surface waters.
18. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
19. Grass seed, sod or mulch shall be installed and maintained on exposed areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharge into adjacent waters and /or wetlands.

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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-10, 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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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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Last Date For Agency Action: 12-FEB-2009

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Atlantic Commons Pvd
Permit No.: 50-08178-P
Application No.: 051107-11 **Associated File:** 051122-8 WU Concurrent
Application Type: Environmental Resource (Conceptual Approval And New Construction/Operation)
Location: Palm Beach County, S16,17/T46S/R42E
Permittee : Atlantic Commons Associates, Llp
Operating Entity : Property Owner'S Association
Project Area: 121.30 acres
Project Land Use: Residential
Drainage Basin: C-15
Receiving Body: LWDD E-2E Canal **Class:** CLASS III
Special Drainage District: Lake Worth Drainage District
Total Acres Wetland Onsite: 5.50
Total Acres Impacted Onsite : 5.50
Offsite Mitigation Credits-Mit.Bank: 2.76 Loxahatchee Mitigation Bank
Conservation Easement To District : No
Sovereign Submerged Lands: No

FINAL APPROVED BY GB

FEB 12 2009

WPB

PROJECT PURPOSE:

This application is a request for conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. In addition, the applicant is requesting construction authorization for the excavation of lakes, site clearing and grading and control structure installation. Staff recommends approval with conditions.

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PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The project site is located at the northeast corner of the intersection of Atlantic Avenue and the Florida Turnpike in unincorporated Palm Beach County (Exhibit 1). The site consists of agricultural lands that include row crops and ditches. The site also contains three (3) isolated wetland areas as described in the "Wetlands" section below. There are no permitted surface water management facilities within the project area.

PROPOSED PROJECT:

This application is a request for the conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. The applicant also requests construction approval for the excavation of lakes, site clearing and grading, and the installation of the control structures. The proposed surface water management system will consist of inlets, culverts and nine (9) wet detention areas which will provide water quality treatment and attenuation prior to discharge to the LWDD E-2E Canal.

Construction of the project will adversely impact three (3) isolated wetland areas (a total of 5.1 acres of wetlands). Mitigation to off-set these impacts will be provided by the applicant's purchase of mitigation credits at the Loxahatchee Mitigation Bank as described in the "Wetlands" section below.

LAND USE:

In the following table, "other" represents 5.75 acres of contributory drainage area from West Atlantic Boulevard into the Southeast Basin of this project.

Construction:

Project:

	This Phase	Total Project	
Building Coverage		21.76	acres
Lake	14.08	14.08	acres
Lake Bank	7.46	7.46	acres
Other		5.75	acres
Pavement		28.22	acres
Pervious		44.03	acres
Total:	21.54	121.30	

Basin : North Basin

	This Phase	Total Basin	
Building Coverage		11.19	acres
Lake	5.34	5.34	acres
Lake Bank	3.25	3.25	acres
Pavement		14.90	acres
Pervious		16.44	acres

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Basin : North Basin

	This Phase	Total Basin
Total:	8.59	51.12

Basin : Southeast Basin

	This Phase	Total Basin	
Building Coverage		5.92	acres
Lake	5.39	5.39	acres
Lake Bank	3.01	3.01	acres
Other		5.75	acres
Pavement		8.18	acres
Pervious		14.23	acres
Total:	8.40	42.48	

Basin : Southwest Basin

	This Phase	Total Basin	
Building Coverage		4.65	acres
Lake	3.35	3.35	acres
Lake Bank	1.20	1.20	acres
Pavement		5.14	acres
Pervious		13.36	acres
Total:	4.55	27.70	

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 14 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Southeast Basin	4.63	Discharge Formula	4.4	20.06
Southwest Basin	3.03	Discharge Formula	3	21
North Basin	5.6	Discharge Formula	5.5	20.3

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 18 inches

Basin

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Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Southeast Basin	21	21.2	N/A
Southwest Basin	21	21.2	N/A
North Basin	21.2	21.3	N/A

Road Design

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency: 5 YEAR-1 DAY Design Rainfall: 8 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Southeast Basin	18.47	19
Southwest Basin	18.47	19
North Basin	18.95	19

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Southeast Basin	42.48	16	16.00	Adjacent Canal Control Elevation
Southwest Basin	27.70	16	16.00	Adjacent Canal Control Elevation
North Basin	51.12	16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Southeast Basin	CS-1	LWDD E-2E Canal
Southwest Basin	CS-2	LWDD E-2E Canal
North Basin	CS-3	LWDD E-2E Canal

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD 29)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
North Basin	CS-3	1	Triangular Orifice	1.21'	1'				16
Southeast Basin	CS-1	1	Triangular Orifice	1'	1'				16
Southwest Basin	CS-2	1	Triangular Orifice	.79'	.83'				16

WATER QUALITY :

The required water quality treatment (2.5" times percent impervious) will be provided in nine (9) wet detention areas prior to discharge into the LWDD E-2E canal.

To ensure that proposed construction activities do not degrade adjacent surface waters, the applicant will install and maintain temporary silt fences around the limits of construction in accordance with Exhibit 2, and as stipulated in the special conditions of this permit. The temporary erosion control barriers will

be installed prior to and will be removed upon completion of construction activities.

No adverse water quality impacts are anticipated as a result of the proposed project.

Basin		Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Southeast Basin	Treatment	Wet Detention	3.58	3.58
Southwest Basin	Treatment	Wet Detention	2.31	2.31
North Basin	Treatment	Wet Detention	4.59	4.59

WETLANDS:

The project site contains a total of 5.1 acres of degraded freshwater wetlands which consist of 4.4 acres of willow-dominated wetlands, 0.7 acre of exotic wetland hardwoods and 0.4 acre of freshwater marsh (Exhibit 3, page 1 of 2). These wetlands are poor quality as a result of adjacent surrounding agricultural practices and altered hydrology associated with regional water management practices.

Wetland Impacts:

The project will directly impact all 5.1 acres of on-site degraded wetlands.

Based upon Section 4.2.2.1 of the Basis of Review for Environmental Resource Permit Applications, wetland mitigation is not required to offset adverse impacts to isolated wetland areas that are less than one-half acre in size. Therefore, no wetland protection or mitigation requirements are required for the 0.4 acre freshwater marsh wetland.

Based upon the degraded condition of the 4.4 acre willow-dominated wetlands and 0.7 acre of exotic wetland hardwoods, the location of these wetlands in the existing agricultural landscape and within the proposed development landscape, and the reduced ecological value that these wetlands currently provide to fish and wildlife, staff determined that project modifications to preserve these wetlands would not result in enhanced ecological benefits to fish and wildlife, and therefore, modifications were not considered practicable.

Mitigation Proposal:

As compensation for direct impacts to 5.1 acres of freshwater wetlands, the applicant proposes to purchase 2.76 freshwater herbaceous wetland credits from the Loxahatchee Mitigation Bank. The number of credits to be purchased was determined based on a functional assessment evaluation of the on-site wetlands using the same methodology (Wetland Rapid Assessment Procedure) as that used to determine the credit allocation for the mitigation bank and applying a 15% increase adjustment to the number of mitigation credits necessary to off-set functional impacts to account for time lag and risk involved in the goals being achieved for the mitigation bank. A copy of District staff's mitigation credit calculations are contained in the District permit file.

A letter of reservation from a representative of the mitigation bank confirming that the 2.76 freshwater herbaceous credits have been reserved for this project is provided in Exhibit 3, page 2 of 2. Pursuant to Exhibit 4 and as stipulated in the special conditions of this permit, no later than April 12, 2009 and prior to the commencement of any wetland impacts associated with the proposed project construction, the permittee will submit verification that the specified number of credits have been debited from the Loxahatchee Mitigation Bank ledger for this project by the Florida Department of Environmental

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Protection.

Cumulative Impact Assessment:

The proposed off-site mitigation site at the Loxahatchee Mitigation Bank is located within the same basin as the proposed wetland impacts. Therefore, pursuant to Rule 4.2.8 of the Basis of Review, the project will not result in adverse cumulative wetland impacts to the basin in which the wetland impacts are proposed.

Wetland Inventory

CONSTRUCTION NEW -Wetland Impacts

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluc cs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluc cs	Adj Delta	Functional Gain / Loss
1	ON 617	Direct		1.40							.000	.000
2	ON 619	Direct		.70							.000	.000
3	ON 641	Direct		.40							.000	.000
Total:				5.50								.00

<u>Fluc cs Code</u>	<u>Description</u>
617	Mixed Wetland Hardwoods
619	Melaleuca - Brazilian Pepper - Exotics Hardwoods
641	Freshwater Marshes

MITBANK		Loxahatchee Mitigation Bank	
Type Of Credits		Number Of Credits	
		Mitigation Bank Cr Used	
Fresh Water Herbaceous		2.76	
Total:		2.76	

Wildlife Issues:

The wetlands at the project site do not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern and submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies'

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requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

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RELATED CONCERNS:

Water Use Permit Status:

A Water Use application for dewatering activities (Application No. 051122-8) has been submitted to the District and is being processed for this project.

The applicant will submit a Water Use application for landscape irrigation when the Environmental Resource Permit application for construction is submitted in the future.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

Palm Beach County Water Utilities

Waste Water System/Supplier:

Palm Beach County Water Utilities

Right-Of-Way Permit Status:

A Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

DATE RECEIVED 11/16/09

STAFF RECOMMENDATION:

The Staff recommends that the following be issued :

Conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. In addition, the applicant is requesting authorization for excavation of lakes, site clearing and grading and control structure installation.

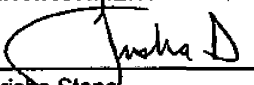
Based on the information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached General and Special Conditions.

STAFF REVIEW:

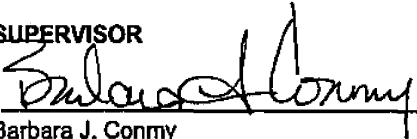
NATURAL RESOURCE MANAGEMENT APPROVAL

ENVIRONMENTAL EVALUATION



Trisha Stone

SUPERVISOR



Barbara J. Conmy

SURFACE WATER MANAGEMENT APPROVAL

ENGINEERING EVALUATION




Joseph D. Santangelo

SUPERVISOR



Carlos A. DeRojas, P.E.

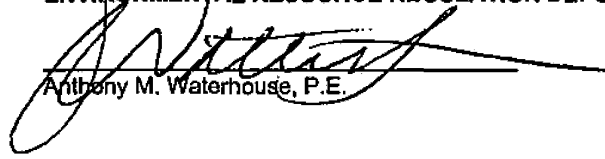
ENVIRONMENTAL RESOURCE PERMITTING DIVISION DIRECTOR :



Anita R. Bain

DATE: 1/16/09

ENVIRONMENTAL RESOURCE REGULATION DEPUTY DEPARTMENT DIRECTOR :



Anthony M. Waterhouse, P.E.

DATE: 1/23/09

MAY 2009 10:50 AM

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

GENERAL CONDITIONS

- 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 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,

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GENERAL CONDITIONS

abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on February 12, 2011.
The construction phase of this permit shall expire on February 12, 2014.
2. Operation of the surface water management system shall be the responsibility of ATLANTIC COMMONS 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:

Basin: Southeast

1-1' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.

Basin: Southwest

1-.79' W X .83' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.

Basin: North

1-1.21' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.

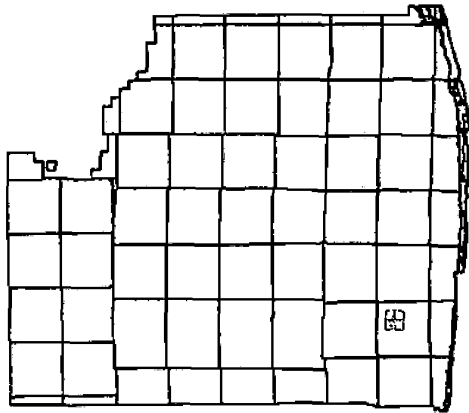
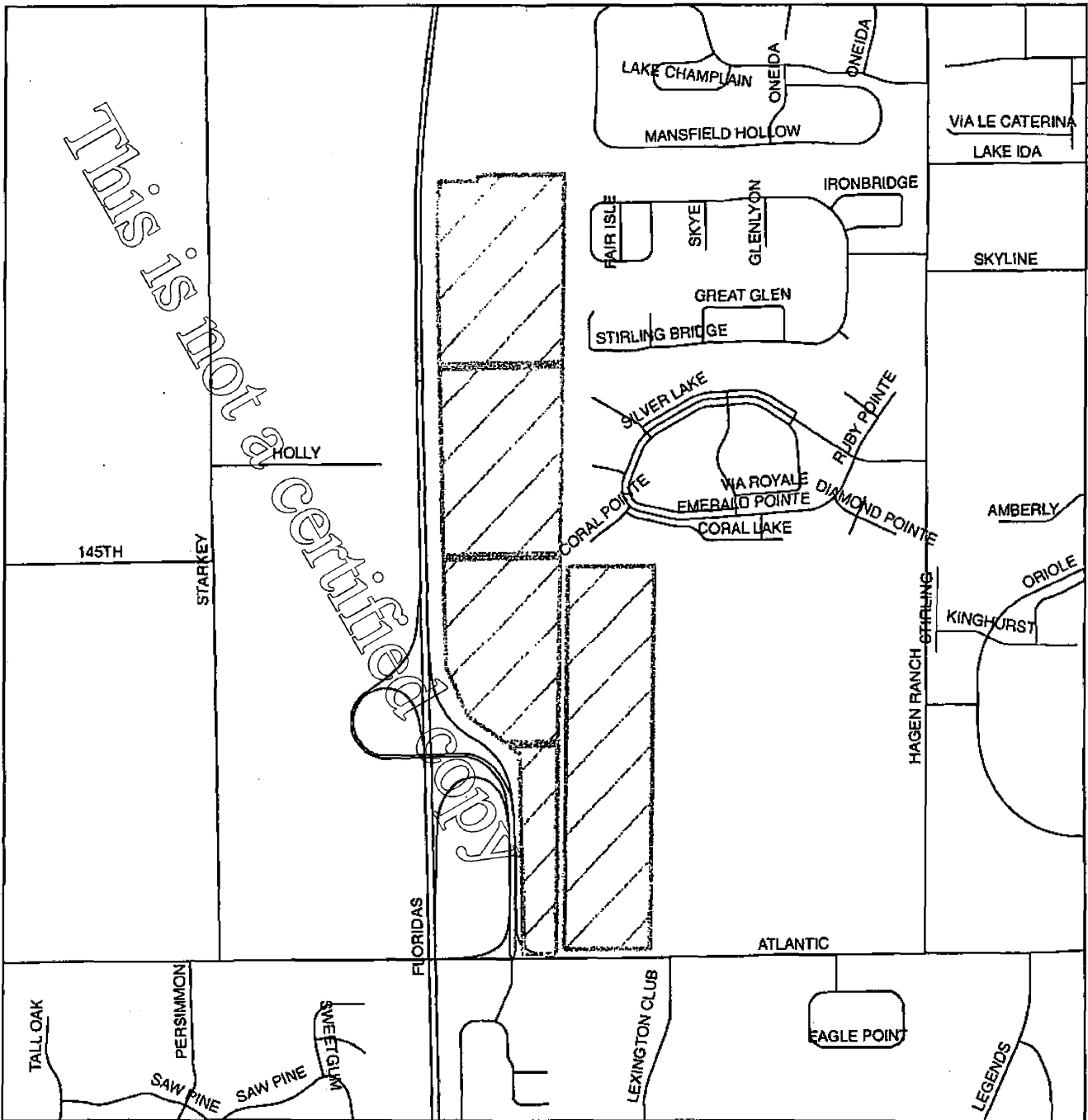
Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction 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.

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SPECIAL 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.
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: Southeast - 21.20 feet NGVD 29. BASIN: Southwest - 21.20 feet NGVD 29. BASIN: North - 21.30 feet NGVD 29.
14. Minimum road crown elevation: Basin: Southeast - 19.00 feet NGVD 29. Basin: Southwest - 19.00 feet NGVD 29. Basin: North - 19.00 feet NGVD 29.
15. In accordance with the work schedule in Exhibit 4, the permittee shall submit verification from the Florida Department of Environmental Protection (FDEP) that 2.76 freshwater herbaceous credit have been debited from the Loxahatchee Mitigation Bank ledger as mitigation for this impact.
16. Activities associated with this mitigation plan(s) shall be completed in accordance with the work schedule attached as Exhibit 4. Any deviation from this time frame 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.
17. Silt screens, hay bales, turbidity screens, barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in accordance with Exhibit 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into surface waters.
18. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
19. Grass seed, sod or mulch shall be installed and maintained on exposed areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharge into adjacent waters and /or wetlands.


This is Not a Certified Copy



PALM BEACH COUNTY, FLORIDA

N

Legend

 Application

Map Date: 1/16/2009

Application Number: 051107-11

Permit Number: 50-08178-P

Project Name: ATLANTIC COMMONS PUD



Exhibit : 1

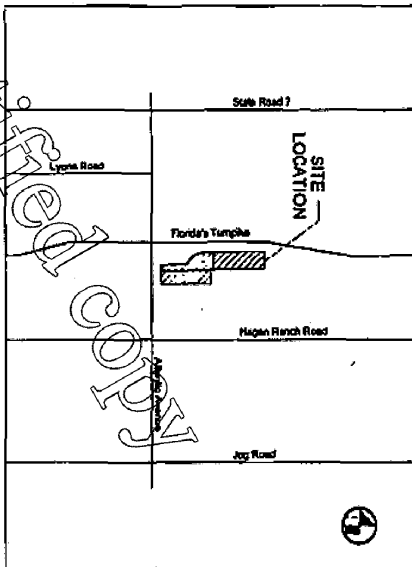
MASTER SURFACE WATER MANAGEMENT PLANS
FOR

Atlantic Commons P.U.D.

Palm Beach County, Florida

LEGAL DESCRIPTION

[Small, dense text describing the legal description of the site, including references to maps and survey data.]



LOCATION MAP
S 17, 7 ASS. R 42E

INDEX OF SHEETS

SHEET DESCRIPTION	SHEET NO.
MASTER SURFACE WATER MANAGEMENT PLAN	1
SURFACE WATER MANAGEMENT DETAILS	2-5
CONSTRUCTION PERIOD EROSION, SEDIMENTATION AND DUST CONTROL PLAN	6

PROJECT NO. 04122
October 2005

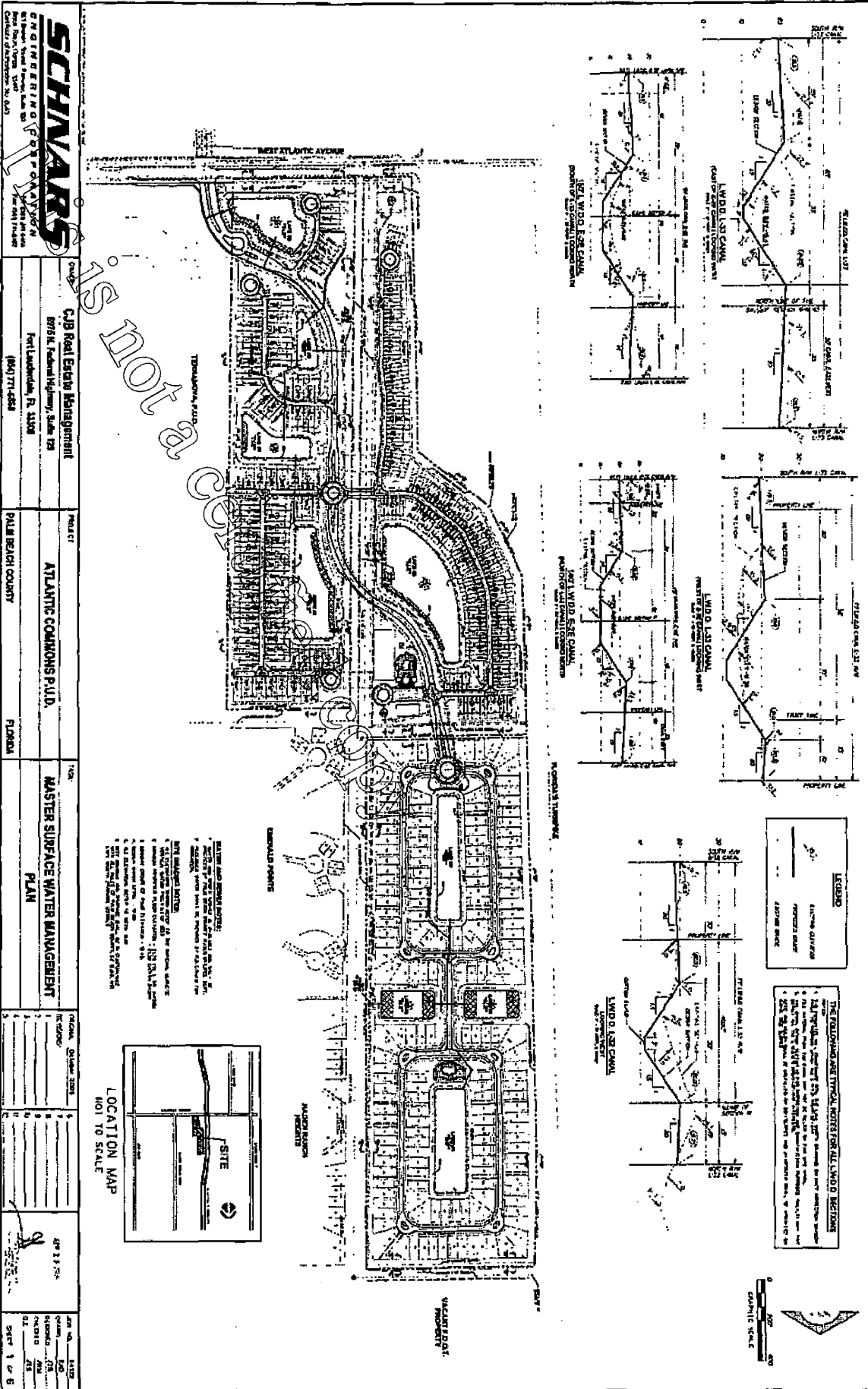
ANDREW'S SIGNATURE
DATE
09 21 07 11

OWNER:
CJB Real Estate Management
5976 N. Federal Highway, Suite 120
Fort Lauderdale, FL 33308
Tel. 954-774-6188
Fax 954-774-8032

SCHNARS ENGINEERING CORPORATION
661 BROOKEN SOUND PASSEWAY, SUITE 200 - BOCA RATON, FLORIDA 33487
TEL: (954) 241-0655 FAX: (954) 241-5182
Certificate of Authorization No. 6940

SCHNARS
ENGINEERING CORPORATION

DATE: 09/21/07
L-0000334710
10/18/05 5:11 PM
BY: ANDREW'S SIGNATURE



SCHWAB ENGINEERING & ARCHITECTURE 1111 North Orange Avenue, Suite 1200 Orlando, Florida 32801 (407) 771-4444		CJB Real Estate Management 8751A Federal Highway, Suite 120 Fort Lauderdale, FL 33308 (954) 771-4444		PROJECT ATLANTIC COMMONS PUD PALM BEACH COUNTY FLORIDA		TITLE MASTER SURFACE WATER MANAGEMENT PLAN		DATE 11/17/2011		SCALE AS SHOWN		DATE 11/17/2011		BY [Signature]		APP. NO. 051107-11		DATE 11/17/2011		SHEET 3 OF 5	
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SCHWARTZ ENGINEERING CORPORATION
 8500 North ...
 Fort Lauderdale, FL 33308
 (954) 771-4444

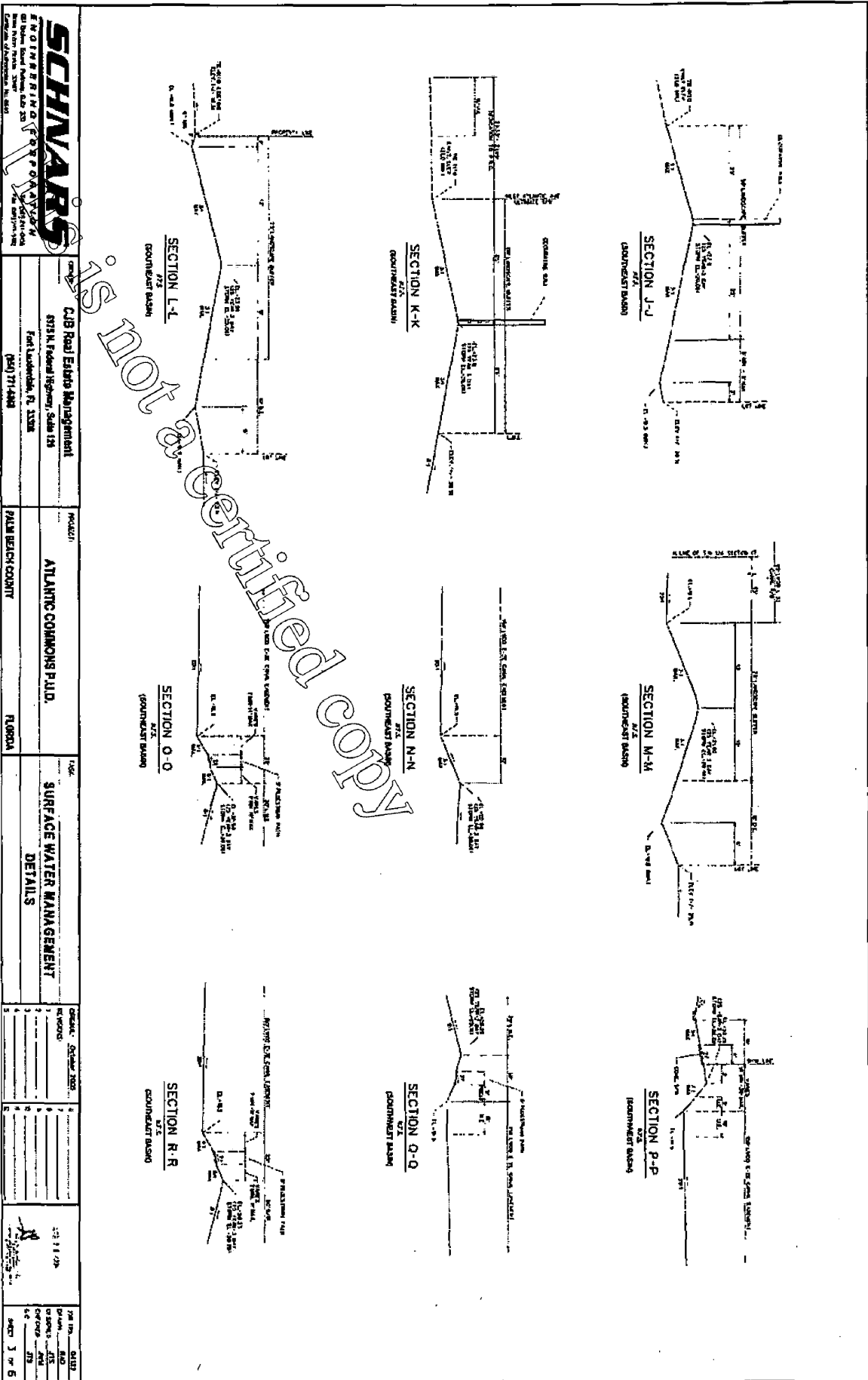
CLB Real Estate Management
 8075 N. Federal Highway, Suite 119
 Fort Lauderdale, FL 33308
 (954) 771-4444

PROJECT: ATLANTIC COMMONS P.U.D.
FLORIDA

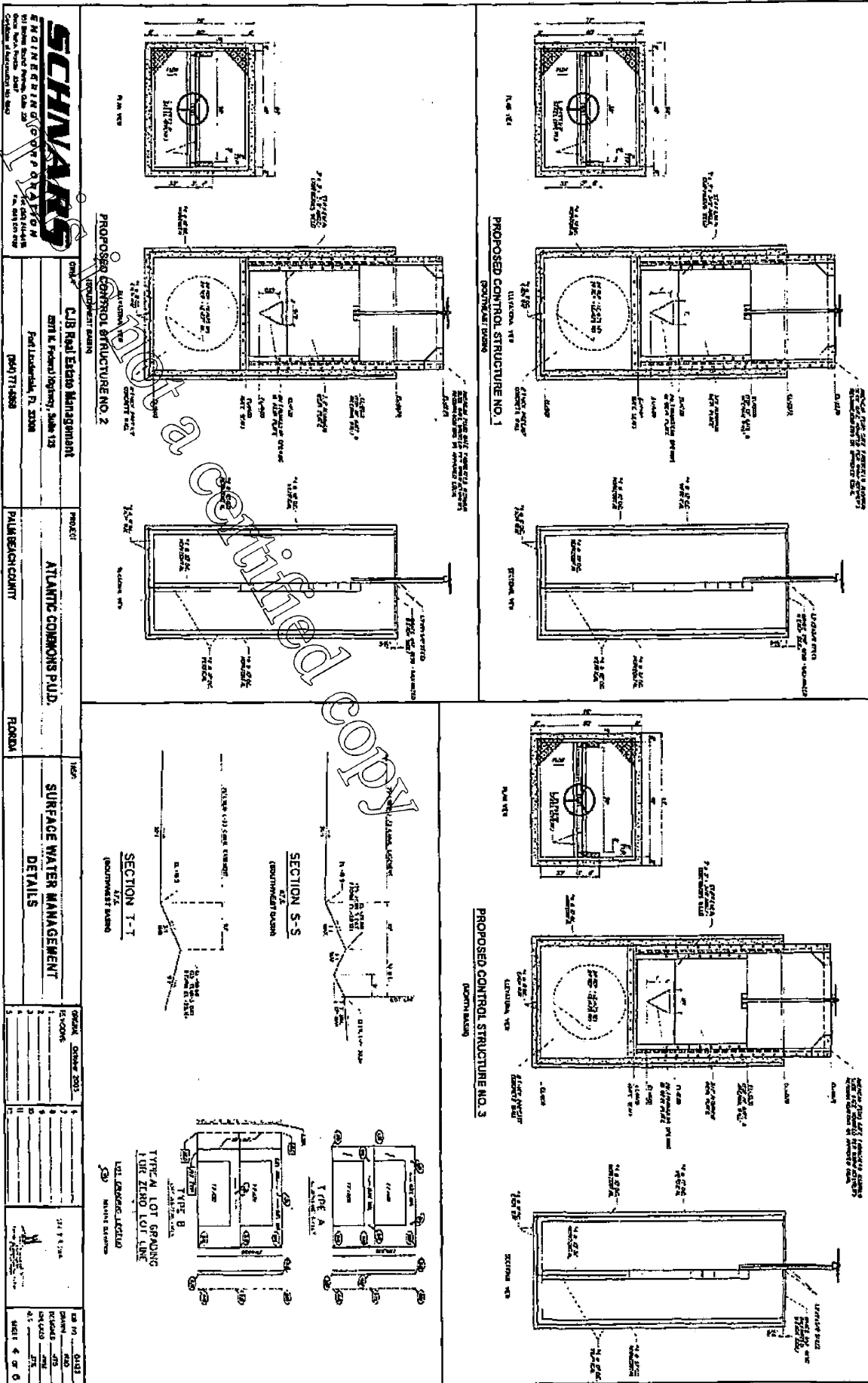
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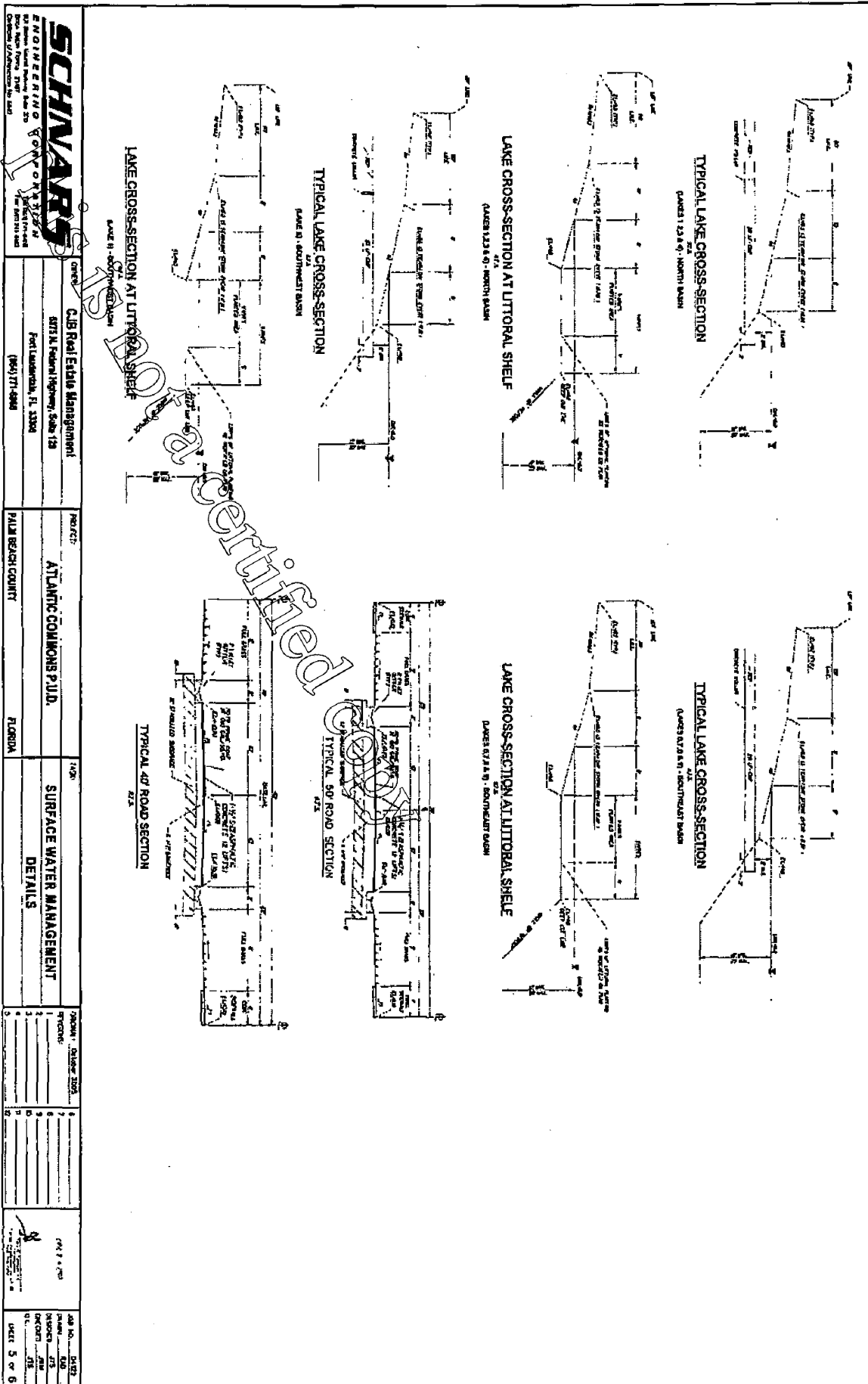
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DATE: 10/11/07
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 CHECKED: [Signature]
 1471 2 of 6



		CLB Road Easement Management 8718 N. Federal Highway, Suite 128 Fort Lauderdale, FL 33328 (954) 771-4488		PROJECT ATLANTIC COMMONS PLUD. PALM BEACH COUNTY FLORIDA		TASK SURFACE WATER MANAGEMENT DETAILS		CHECKED: October 2007 DRAWN: [Signature] DATE: 10/11/07		SHEET 3 OF 6	
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SCHWABER ENGINEERING CONSULTANTS
 8700 South University Avenue, Suite 200
 Fort Lauderdale, FL 33308
 (954) 771-4844

Client: Citis Real Estate Management
 5075 N. Federal Highway, Suite 125
 Fort Lauderdale, FL 33308
 (954) 771-4844

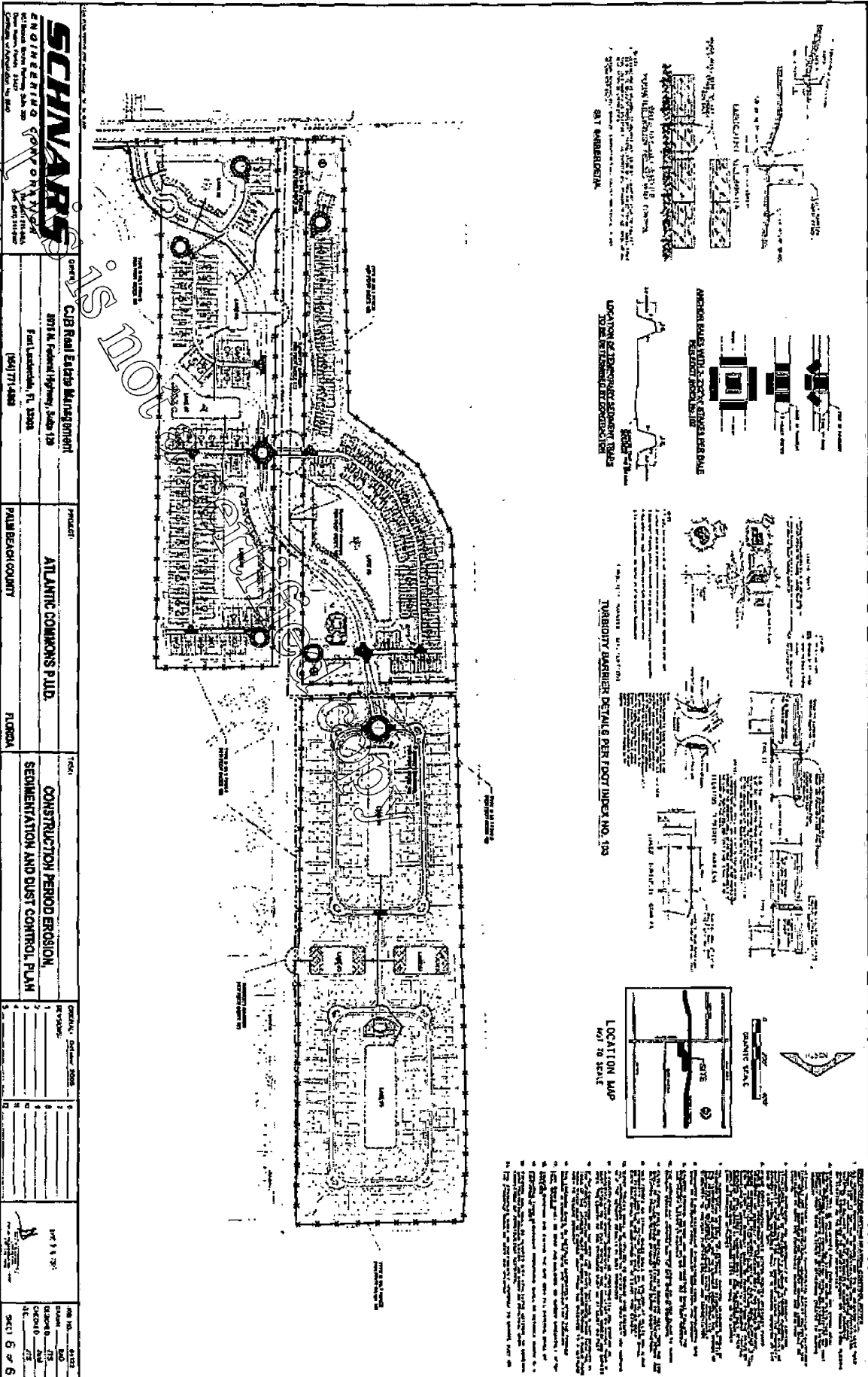
Project: ATLANTIC COMMONS P.U.D.
 PALM BEACH COUNTY, FLORIDA

Title: SURFACE WATER MANAGEMENT DETAILS

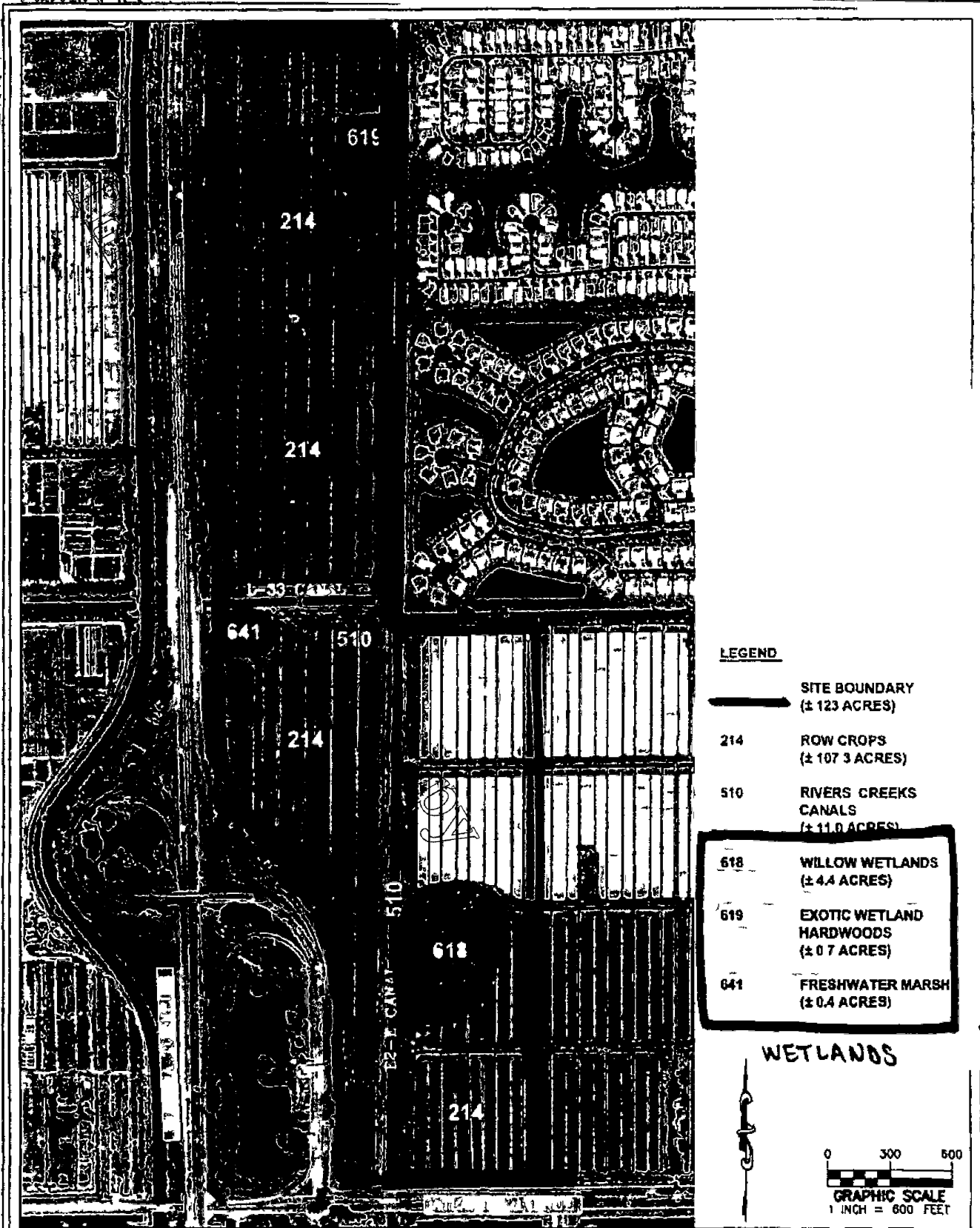
PROJECT: Atlantic Commons P.U.D.	DATE: October 2005
DRAWN BY: [Name]	CHECKED BY: [Name]
SCALE: AS SHOWN	DATE: 10/20/05

DATE: 10/20/05

2014 APR 25 10:00 AM 13 13 14



SCHWAB ENGINEERING CONSULTANTS 4010 N.W. 11th Street, Suite 200 Fort Lauderdale, FL 33304 (954) 771-4400		Project: ATLANTIC COMMONS P.L.D. 8774 N. Federal Highway, Suite 120 Fort Lauderdale, FL 33304		Title: CONSTRUCTION PERIOD EROSION SEDIMENTATION AND DUST CONTROL PLAN		Date: 11/11/10		Scale: 5" = 6'	
Client: CJB Real Estate Management		Product: ATLANTIC COMMONS P.L.D.		Location: PALM BEACH COUNTY, FLORIDA		Drawing No.: 1103		Sheet No.: 5 of 6	



Coordinate System: NAD FLORIDA STATE PLANE 1983

Project File No:
04 00178
Time/Date:
46/42/17
Del. Order:
07/20/05

MILLER LEGG
Palm Beach Office 2805 Via Parkway Suite 100
West Palm Beach Florida 334 1719
Tel: 561-838-2828 Fax: 561-838-4000
www.millerlegg.com

ATLANTIC COMMONS
MI HOMES TURNPIKE/ATLANTIC AVE
DELRAY BEACH FLORIDA

FIGURE 6
EXISTING
FLUCCS
MAP

SCANNED 02/25/2009 11:28 AM



TETRA TECH

#051107
RECEIVED SUBMITTA
NOV 24 2008

October 15, 2008

Anthony LoFurno
G.L. Homes
1600 Sawgrass Corporate Parkway
Suite 230
Sunrise, FL 33323

Subject: Loxahatchee Mitigation Bank
Executed Credit Sales Contract #1126
Project: Atlantic Commons

Dear Mr. LoFurno:

This letter serves as confirmation that you have executed a contract with Tetra Tech EC, Inc. for the reservation of 2.76 freshwater herbaceous wetland credits at the Loxahatchee Mitigation Bank for your project known as Atlantic Commons, located in Palm Beach County, Florida.

Enclosed for your records is your original of the executed Contract No. 1126 for Sale of Mitigation Credits and your original executed Addendum to Contract. Also enclosed is a signed receipt indicating that you have paid to Tetra Tech EC, Inc. the contract deposit amount.

Please keep in mind the dates of April 10, 2009 and April 24, 2009, respectively, by which time you should have paid the balance, and received your permits from the SFWMD and Corps, and notified Tetra Tech EC, Inc. to initiate the transfer of credits to your project.

We truly appreciate your business. Should you have questions concerning the attached documents or other matters related to this transaction, please contact me at (772) 781-3414.

Sincerely,

Kristin K. Bennett
Kristin K. Bennett
Project Development and Management

Enclosures



www.ttfwi-lmb.com
759 South Federal Highway, Suite 100, Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411
www.tteci.com

Application No. 051107-11, EXHIBIT 3, Page 2 of 2

South Florida Water Management District
Work Schedule Requirements

Application No : 051107-11

Page 1 of 1

Mitigation Plan ID: LOX MITIG BANK
Activity

Due Date

SUBMIT VERIFICATION OF DEBIT OF MITIGATION BANK CREDITS

12-APR-09

This is not a certified copy

Exhibit No : 4

FORWARDED TO THE BOARD OF COUNTY COMMISSIONERS

STAFF REPORT DISTRIBUTION LIST

ATLANTIC COMMONS PUD

Application No: 051107-11

Permit No: 50-08178-P

INTERNAL DISTRIBUTION

- X Joseph D. Santangelo - 4220
- X Trisha Stone - 4220
- X Carlos A. DeRoias, P.E. - 4220
- X Barbara J. Conroy - 4220
- X A. Bain - 4220
- X A. Waterhouse - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Bittaker, PBCSC - 6890
- X J. Golden - 4210
- X Permit File

GOVERNING BOARD MEMBERS

- Mr. Charles J Dauray
- Mr. Eric Buermann
- Mr. Michael Collins
- Mr. Patrick Rooney, Jr.
- Mr. Paul C Huck, Jr.
- Mr. Robert Montgomery
- Ms. Melissa Meeker
- Ms. Shannon A. Estenoz

EXTERNAL DISTRIBUTION

- X Permittee - Atlantic Commons Associates, Llp
- X Applicant - Atlantic Commons Associates, Llp
- X Engr Consultant - Schnars Engineering Corp

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 7 - FDEP
- X Indian Trail Improvement District
- X Lake Worth Drainage District
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

OTHER INTERESTED PARTIES

- X Alexandria Larson 16933 W. Harlena Drive
- X Rosa Durando
- X Tetra Tech - Kristin Bennett
- X Water Catchment Area Advisory Committee - Ed Dailey

EXHIBIT G

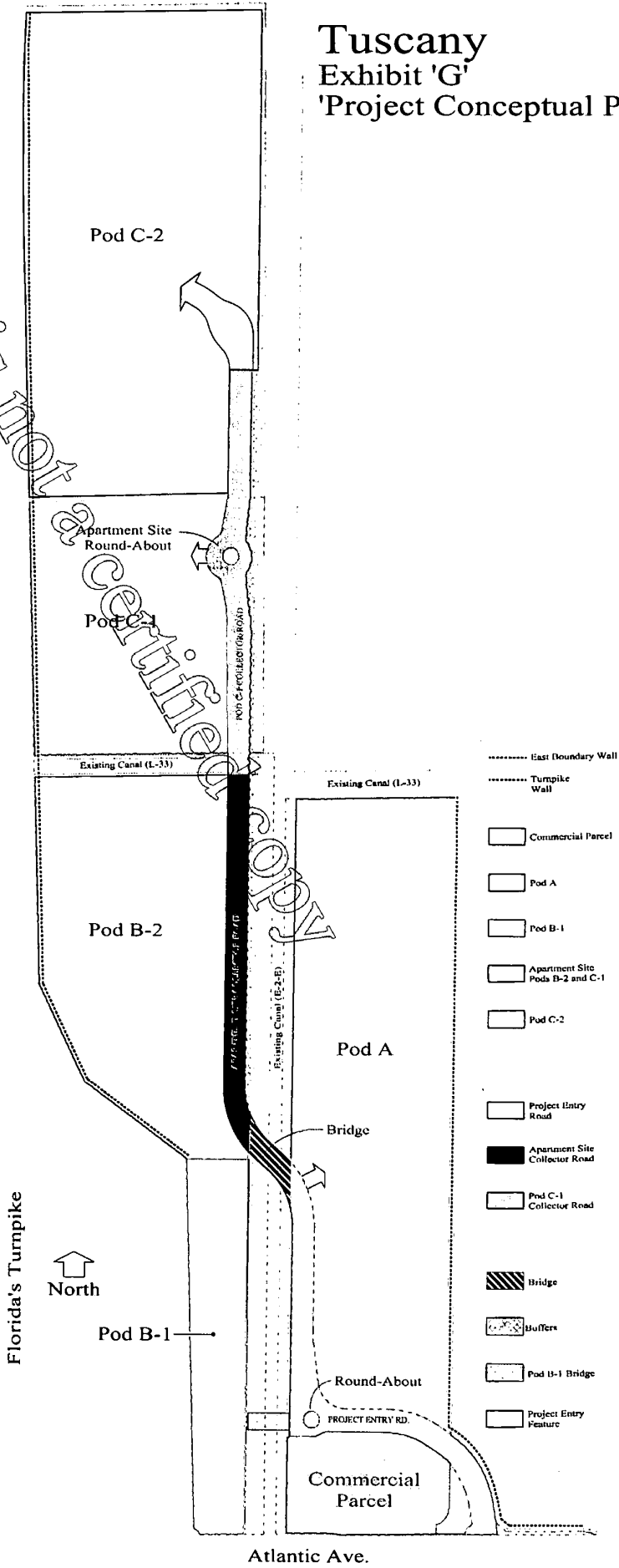
Project Conceptual Plan

[See Attached 1 Page]

This is not a certified copy

Tuscany Exhibit 'G' 'Project Conceptual Plan'

This is not a certified copy



- East Boundary Wall
- Turnpike Wall
- Commercial Parcel
- Pod A
- Pod B-1
- Apartment Site Pods B-2 and C-1
- Pod C-2
- Project Entry Road
- Apartment Site Collector Road
- Pod C-1 Collector Road
- Bridge
- Buffers
- Pod B-1 Bridge
- Project Entry Feature

JOINDER AND CONSENT OF OWNERS OF APARTMENT SITE

The undersigned, FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company, and FC ATLANTIC COMMONS PHASE II, LLC, a Florida limited liability company, being the collective owners of the property comprising the Apartment Site (as defined in the foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany), do hereby join in and consent to the execution and recording of the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany to which this Joinder and Consent is attached.

Signed, sealed and delivered in the presence of:

FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company

By: FC Land Development Co., a Florida corporation, its manager

Hassan Gohari
Print Name: HASSAN GOHARI

Suzanne W. Dacht
Print Name: Suzanne W. Dacht

By: [Signature]
Name: JUAN C. PORRO
Title: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this 9th day of July, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JUAN C. PORRO, as Vice President of FC Land Development Co., a Florida corporation, the manager of FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company, on behalf of such companies. ~~She~~/He is personally known to me or produced _____ as identification.



Denise G Singleton
Notary Public, State of Florida

DENISE G SINGLETON
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF OWNERS OF APARTMENT SITE

(continued)

Signed, sealed and delivered in the presence of:

FC ATLANTIC COMMONS PHASE II, LLC, a Florida limited liability company

By: FC Land Development Co., a Florida corporation, its manager

This is Notary Public

Hassan Gohari
Print Name: HASSAN GOHARI

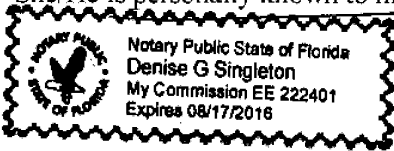
Suzanne W. Dodd
Print Name: Suzanne W. Dodd

By: [Signature]
Name: JUAN C. PORRO
Title: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS

I HEREBY CERTIFY that on this 9th day of July, 2014, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JUAN C PORRO, as Vice President of FC Land Development Co., a Florida corporation, the manager of FC ATLANTIC COMMONS PHASE II, LLC, a Florida limited liability company, on behalf of such companies. She/He is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of Florida

DENISE G SINGLETON
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: