

THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:
Nicole Swartz, Esq.
WCI Communities, Inc.
24301 Walden Center Drive
Bonita Springs, FL 34134

INSTR # 104977422
OR BK 39591 Pages 1269 - 1272
RECORDED 05/09/05 08:39:13
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2130
#1, 4 Pages

**FIRST AMENDMENT TO
PARKLAND GOLF & COUNTRY CLUB DECLARATION**

THIS FIRST AMENDMENT is made by WCI COMMUNITIES, INC., a Delaware corporation, hereinafter called the "Declarant" and joined in by Parkland Golf & Country Club Foundation, Inc., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, Declarant has made and executed that certain Parkland Golf & Country Club Declaration dated April 9, 2003 (the "Declaration"), and recorded in Official Records Book 34921, Pages 1390 through 1553, inclusive, of the Public Records of Broward County, Florida; and

WHEREAS, all terms used herein shall have the same meaning as given in the above-described Declaration; and

WHEREAS, Declarant, by virtue of the powers reserved unto it in Article III, MEMBERSHIP AND VOTING RIGHTS IN THE FOUNDATION; BOARD OF DIRECTORS; NEIGHBORHOODS; THE DECLARATION, Section 3.5.5.1, Amendment and Modification of the Declaration Prior To Turnover Date, may, prior to turnover, amend or modify the Declaration without the consent or approval of the Foundation, the Owners, or Lenders, provided, however, that the Foundation shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request, subject to the provisions of Section 3.5.5.3, General Restrictions on Amendments.

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VI, RULES AND REGULATIONS; RIGHTS, OBLIGATIONS AND RESTRICTIONS, is hereby amended as follows:

1.1 Section 6.2.34 Signs, Flags and Other Structures is hereby deleted in its entirety and the following is hereby substituted therefor:

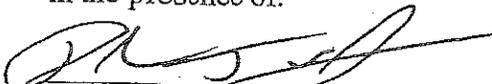
"6.2.34 Signs, Flags and Other Structures. No sign (including contractor, brokerage, for lease, open house and directional signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in or upon any part of a Lot or a Home that is visible from the outside; provided, however, signs required by governmental agencies and approved by the ARC may be displayed (e.g., permit boards). The ARC may establish reasonable restrictions regarding the display of the American flag. There shall be no more than one (1) flagpole per Home and the flagpole design and location must be first approved in writing by the ARC. Declarant shall have the right, for as long as Declarant maintains a sales office in Parkland Golf & Country Club, to install a flagpole which will not exceed a height of fifty (50') feet above ground level. No lawn ornament, fountain, solar equipment, artificial vegetation, or athletic equipment shall be placed in or upon any part of a Home or Lot that is visible from the outside without the prior written approval of the ARC as required by this Declaration."

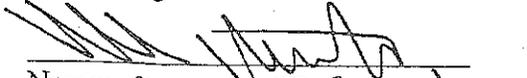
2. In the event of a conflict between any provisions set forth in this First Amendment and the Declaration occur, the provisions and restrictions set forth in this First Amendment shall control.

3. All terms and provisions of the Declaration not amended hereby shall remain in full force and effect.

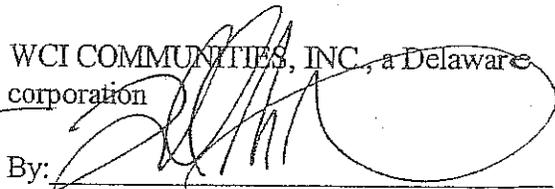
IN WITNESS WHEREOF, the undersigned has executed this First Amendment to Declaration as of this 28th day of APRIL, 2005.

Signed, sealed and delivered
in the presence of:


Name: DAVID WOLFE


Name: MARY J. SMITH

WCI COMMUNITIES, INC., a Delaware
corporation

By: 
Todd Stephens

Its: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing First Amendment was acknowledged before me by **Todd Stephens**, as Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.

WITNESS my hand and official seal this 28th day of April, 2005.

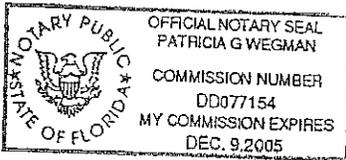
Patricia G. Wegman

Notary Public, State of Florida

My Commission Expires:

Patricia G. Wegman

Printed Name of Notary Public



JOINDER

PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.

Parkland Golf & Country Club Foundation, Inc., a Florida not-for-profit corporation does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. This Joinder is for convenience only, and not a requirement of any document, or a condition precedent to the effectiveness of the document to which it is attached.

IN WITNESS WHEREOF, undersigned has executed this Joinder on this 28th day of April, 2005.

PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC., a Florida not-for-profit corporation

WITNESSES:

[Signature]
Print Name: Tom M. Stephens
[Signature]
Print Name: TOM M. STEPHENS

By: [Signature]
Name: David Wolfe
Its: President

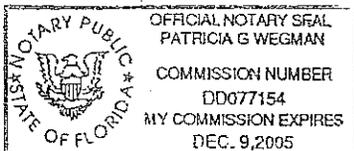
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing First Amendment was acknowledged before me by David Wolfe, as President of the Parkland Golf & Country Club Foundation, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

WITNESS my hand and official seal this 28th day of April, 2005.

Patricia G. Wegman
Notary Public, State of Florida
Patricia G. Wegman
Printed Name of Notary Public

My Commission Expires:



Return to: (enclose self-addressed stamped envelope)

Name:

Address:

INSTR # 102810396
OR BK 34921 Pages 1390 - 1553
RECORDED 04/10/03 11:52:50
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1924
#1, 164 Pages

This Instrument Prepared by:

Mark F. Grant, Esquire
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

PARKLAND GOLF & COUNTRY CLUB DECLARATION

PARKLAND GOLF & COUNTRY CLUB DECLARATION

THIS PARKLAND GOLF & COUNTRY CLUB DECLARATION (this "Declaration") is made by WCI Communities, Inc., a Delaware corporation, its successors and assigns ("Declarant"), and joined in by Parkland Golf & Country Club Foundation, Inc., a Florida not-for-profit corporation (the "Foundation").

WHEREAS, Declarant is the owner in fee simple of the real property in Broward County, Florida, more particularly described in Exhibit A attached hereto and made a part hereof (the "Total Property"), which Exhibit A may be modified by Declarant until the Declaration is recorded in the "Public Records" of the "County" (as such terms are hereinafter defined);

WHEREAS, Declarant desires to develop a community on the Total Property, or a portion thereof, to be known as "Parkland Golf & Country Club," as hereinafter set forth;

WHEREAS, in order to develop and maintain Parkland Golf & Country Club as a planned residential single family and multi-family community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the "Committed Property" (as hereinafter defined), together with such additional portions of the Total Property which may hereafter become part of the Committed Property in accordance with the provisions hereof, and the "Improvements" (as hereinafter defined) now or hereafter constructed thereon, to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Foundation certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Foundation is joining this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that such portions of the Total Property, as herein provided, which are or become Committed Property, shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens and all other provisions of this Declaration hereinafter set forth, all of which shall run with the Committed Property and be binding upon all parties having any right, title or interest in the Committed Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE I
DEFINITIONS

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

1.1. "Access Control Program" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Parkland Golf & Country Club. By way of example, and not of limitation, the term Access Control Program may include electronic main entrance gates, main entry gatehouse(s), a roving attendant, a bulk alarm contract or any combination thereof. THE PROVISION OF AN ACCESS CONTROL PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN PARKLAND GOLF & COUNTRY CLUB. DECLARANT AND THE FOUNDATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY COMMUNITY ACCESS CONTROL PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE ACCESS CONTROL PROGRAM SERVICE IS DESIGNED TO MONITOR SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DECLARANT AND THE FOUNDATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES AND LOTS. DECLARANT AND THE FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

1.2. "Amendment(s)" shall mean any and all amendments to this Declaration, each of which shall be properly adopted pursuant to the terms of the Parkland Golf & Country Club Documents and recorded in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded or as may be recorded in the Public Records, as hereinafter defined.

1.3. "Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee established pursuant to Section 11.1 hereof.

1.4. "Architectural Review Requirements" shall mean such standards of conduct, maintenance or other activity, if any, established by the ARC pursuant to Section 11.4 hereof.

1.5. "Articles" shall mean the Articles of Incorporation of the Foundation filed with the Florida Secretary of State in the form attached hereto as Exhibit B and made a part hereof, as

amended from time to time.

1.6 "Assessments" shall mean the assessments for which all Owners are obligated to the Foundation and include Installment Assessments, Individual Assessments, Neighborhood Assessments, and Special Assessments, as such terms are hereinafter defined, and any and all other assessments which are levied by the Foundation in accordance with the Parkland Golf & Country Club Documents.

1.7 "Audubon International" shall mean the not-for-profit 501(c)(3) environmental organization dedicated to improving the quality of the environment through research, education and conservation programs.

1.8 "Audubon International Sustainable Development Program" shall mean the Audubon International Sustainable Development Program related to the Foundation Property and the Lots and Condominium Parcels in Parkland Golf & Country Club, as more particularly described in the Natural Resource Management Plan on file in the offices of Declarant and the Foundation and further described in Article X hereof.

1.9 "Basic Service" shall mean "basic service tier" as described in Section 62(b)(7)(A) of the Cable Television Consumer Protection Act of 1992.

1.10 "Board" shall mean the Board of Directors of the Foundation.

1.11 "Builder" shall mean a person or entity who, in its normal course of business, purchases a portion of the Committed Property for the purpose of constructing thereon a residential structure for sale; or a person or entity who acquires a portion of the Committed Property for the purpose of resale to a person or entity engaged in the business of constructing residential structures for sale; or a person or entity who, in its normal course of business, constructs a residential structure on a Lot owned by another person. All Builders must be approved by Declarant or the Foundation and must participate in and comply with the terms and provisions of the Participating Builder and Lot Purchase Agreement entered into by and between the Builder and Declarant, as well as the provisions of the Parkland Golf & Country Club Documents. Declarant does not anticipate having a Builder program, but if such a program is established, only those Lots which are "Country Estate Lots" and "Grand Estate Lots" (as such terms are defined in the marketing materials) will be included in the Builder program.

1.12 "Bulk Alarm Assessments" shall have the meaning set forth in Section 4.2.4 hereof.

1.13 "Bulk Cable Assessments" shall have the meaning set forth in Section 4.2.5 hereof.

1.14 "By-Laws" shall mean the By-Laws of the Foundation in the form attached hereto as Exhibit C and made a part hereof, as amended from time to time.

1.15 "City" shall mean the City of Parkland.

1.16 "Committed Property" shall mean the portions of the Total Property which are committed and subjected to the provisions of this Declaration, as such property is more particularly described in Exhibit A-1 attached hereto and made a part hereof, together with the portions of the Total Property which may hereafter become Committed Property pursuant to the recordation of one or more Supplemental Declaration(s) in the Public Records and in accordance with the provisions set forth in Section 2.2.3 hereof.

1.17 "Community Systems" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant or any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise) therein, or pursuant to any grant of easement or authority by Declarant within the Committed Property and serving the Foundation Property and/or more than one Lot or Home.

1.18 "Completion Date" shall mean the date upon which all Homes and/or Lots in Parkland Golf & Country Club, as ultimately planned and as fully developed, have been conveyed by Declarant and all other persons or entities holding the rights of Declarant, if any, to Owners other than Declarant.

1.19 "Condominium" shall mean any condominium that may be created within Parkland Golf & Country Club by the recording of a Condominium Declaration.

1.20 "Condominium Declaration" shall mean a declaration of condominium, and any amendments thereto, by which a Condominium Parcel is submitted to the condominium form of ownership.

1.21 "Condominium Parcel" shall mean any portion of the Committed Property which constitutes the "condominium property" (as defined in Chapter 718, Florida Statutes) of a Condominium, together with the Improvements thereon, as shown on the Plat or declared to be a Condominium Parcel by a Supplemental Declaration and which is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be a part of a Home within a Condominium Parcel unless and until the Foundation provides otherwise, if at all.

1.22 "County" shall mean Broward County, Florida.

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

1.24 "Declarant" shall mean WCI Communities, Inc., a Delaware corporation, and any successor(s) or assign(s) thereof to which WCI specifically assigns all or part of the rights of Declarant

hereunder by an express written assignment, whether or not recorded in the Public Records. Such written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion(s) of the Total Property such rights apply. In the event of a partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly assumed by the subsequent Declarant. An Owner or Builder shall not, solely by the purchase of a Home and/or Lot in Parkland Golf & Country Club, be deemed a successor or assign of Declarant under the Parkland Golf & Country Club Documents unless such Owner or Builder is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.25 "Declaration" shall mean this Declaration together with all amendments and modifications hereto, including Supplemental Declarations.

1.26 "Development Plan" may include the site plan and any proposed Plat for the development of Parkland Golf & Country Club, as it exists from time to time, and is more particularly described in Section 2.1 hereof. The Development Plan is not a representation by Declarant as to the development of Parkland Golf & Country Club or its amenities, as Declarant reserves the right to amend all or part of the Development Plan from time to time.

1.27 "Director" shall mean a member of the Board.

1.28 "Exclusive Neighborhood Common Area(s)" shall mean those portions of the Committed Property designated for the exclusive use and benefit of one or more, but less than all, Neighborhoods, as more particularly described in Section 2.3.2 hereof.

1.29 "Expanded Basic Service" shall mean video programming services offered in addition to Basic Service, excluding Premium Channels.

1.30 "Foundation" shall mean Parkland Golf & Country Club Foundation, Inc., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to its Articles of Incorporation, filed in the Office of the Secretary of State of the State of Florida, as amended by any amendments thereto, which Foundation is responsible for the maintenance and preservation of Parkland Golf & Country Club as set forth in this Declaration. The Foundation is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes. However, it is contemplated that condominium(s) may exist in Parkland Golf & Country Club which shall be governed by condominium association(s) pursuant to Chapter 718, the Condominium Act, Florida Statutes, and the condominium association(s) of which shall be Neighborhood Associations hereunder.

1.31 "Foundation Expenses" shall mean the expenses for which Owners shall be liable to the Foundation, which shall consist of all costs and expenses incurred by the Foundation in carrying out its policies and duties under this Declaration or any other Parkland Golf & Country Club

Documents and any other expenses designated as Foundation Expenses by the Foundation, as more particularly set forth in Article IV hereof.

1.32 "Foundation Initial Expense Fund" shall have the meaning set forth in Section 4.7 hereof.

1.33 "Foundation Property" shall mean that portion of the Total Property, together with any Improvements located thereon, which is designated as Foundation Property in accordance with and subject to the terms set forth in Section 2.3 hereof and which may include but not be limited to the area(s) more particularly described in Exhibit D attached hereto and made a part hereof.

1.34 "Golf Club" shall mean the privately owned and operated Parkland Golf Club located in the Total Property, membership in which is not mandatory but by invitation only and is subject to approval in accordance with the procedures and conditions established by the Golf Club Plan, which includes such recreational facilities as a golf course and a clubhouse and all related and supporting facilities and Improvements, as more specifically set forth in Section 2.5 hereof.

1.35 "Golf Club Owner" shall initially mean WCI Communities, Inc., a Delaware corporation, its successors and/or assigns. Ultimately, the Golf Club shall be owned by its equity members.

1.36 "Golf Club Plan" shall mean the Parkland Golf Club Membership Plan and its exhibits, as same may be amended from time to time.

1.37 "Golf Club Property" shall mean the lands located in the Total Property which are privately owned and operated by the Golf Club Owner and upon which the Golf Club is located, as more particularly described in Exhibit E attached hereto and made a part hereof, as it may be modified from time to time.

1.38 "Home" shall mean a residential dwelling unit constructed within Parkland Golf & Country Club which is designed and intended for use and occupancy as a single-family residence and includes but is not limited to a detached single-family home, a zero lot line single family home, a residential unit contained in a townhouse or high-rise building, whether such residential unit is subject to condominium form of ownership, owned in fee simple or another form of ownership or possession, and includes any interest in land, Improvements, or other property appurtenant to the Home; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until the Foundation provides otherwise, if at all. The term "Home" may not reflect the same division of property as reflected on a Plat.

1.39 "Improvement(s)" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Parkland Golf & Country Club, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, underground footers and other

foundation supports, stairs, landscaping, hedges, plantings, water bodies, water features, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, benches, mailboxes, decorative street lights and signs.

1.40 "Individual Assessments" shall mean those Assessments to which one or more Owners of specific Homes or Lots are subject as set forth in Section 4.2.7 hereof.

1.41 "Installment Assessments" shall mean those Assessments which are payable in installments as set forth in Section 4.2.1 hereof.

1.42 "Interest", unless otherwise stated herein, shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.43 "Lake Lot" shall mean a Lot abutting one of the lakes in Parkland Golf & Country Club.

1.44 "Lake Maintenance Agreement" shall mean that maintenance agreement(s) entered into or to be entered into by and between the NSID and the Golf Club and/or the Foundation, pursuant to which the Golf Club or the Foundation, as applicable, shall maintain all lakes located upon the Golf Club Property and within Parkland Golf & Country Club, as more specifically set forth in Section 5.1.6 hereof.

1.45 "Legal Fees" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings; (ii) arbitration proceedings; and (iii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and postjudgment proceedings.

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

1.47 "Lot" shall mean any parcel of land within Parkland Golf & Country Club as shown on the Plat upon which a Home (excluding a condominium unit) is permitted to be constructed, together with the Improvements thereon, if any, and any portion of the Committed Property within Parkland Golf & Country Club that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until the Foundation provides otherwise, if at all.

1.48 "Member(s)" shall mean a natural person, the personal representative of a natural person, a corporation, a partnership, a trustee, or any other legal entity entitled to membership in the Foundation as provided in the Parkland Golf & Country Club Documents.

1.49 "Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term "Multichannel Video Programming Service" may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, or any combination thereof.

1.50 "Natural Resources Manager" shall mean the individual, if any, designated by Audubon International and/or Declarant or the Foundation as the party responsible to ensure Parkland Golf & Country Club's compliance with the requirements of the Audubon International Sustainable Development Program as set forth in Article X hereof.

1.51 "Neighborhood" shall mean any development of Homes and/or Lots within the Committed Property which is designated as a Neighborhood as set forth in Section 3.4.1 hereof and which Declarant shall have the right to establish or create in its sole discretion, provided, however, every Condominium shall be a Neighborhood.

1.52 "Neighborhood Assessments" shall mean assessments levied by the Foundation against the Owners in a particular Neighborhood or Neighborhoods to fund those expenses incurred in relation to services specific or unique to the particular Neighborhood or Neighborhoods as set forth in Section 4.2.8 hereof.

1.53 "Neighborhood Association" shall mean any property owners' association, owners' association, condominium association, or other mandatory membership entity, its successors and assigns, responsible for administering a Neighborhood.

1.54 "Notice and Hearing" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense.

1.55 "NSID" or "District" shall mean the North Springs Improvement District, which has the power to impose taxes or assessments, or both taxes and assessments, upon the Total Property through a special taxing district. These taxes and/or assessments pay the construction, operation, and maintenance costs of certain public facilities of the District, as set forth in Article VIII hereof, and are set annually by the governing board of the District. These taxes and/or assessments are in addition to County and all other taxes and assessments provided for by law.

1.56 "NSID Property" shall mean any real and/or personal property owned by NSID within or adjacent to Parkland Golf & Country Club. By way of example, and not of limitation, the NSID Property may include the Surface Water Management System and drainage system (excluding canals),

surrounding hardscape (such as curbing and sidewalks), and maintenance easements. The NSID Property will include the drainage system once the drainage system is constructed by Declarant and conveyed to NSID. All water bodies and any conservation areas and wetland mitigation areas within the NSID Property will be maintained by the Golf Club. All landscaping and medians within NSID Property will be maintained by the Foundation. In the event NSID cannot maintain or relinquishes its responsibility of maintaining the NSID Property, the Foundation will be responsible for the maintenance of the NSID Property, as set forth in Section 8.6 hereof.

1.57 "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Home within Parkland Golf & Country Club and shall include Declarant for as long as Declarant owns fee simple title to a Lot and/or Home, unless and except to the extent otherwise expressly provided herein, but excluding therefrom those having such interest as security for the performance of an obligation. "Owner" does not include the Golf Club Owner or the Sports Club Owner.

1.58 "Parkland Golf & Country Club" shall mean the planned residential community planned for development in stages on the Total Property. Parkland Golf & Country Club is intended to contain various separate and distinct residential communities and such other uses as Declarant determines in its sole discretion and which are in conformance with applicable zoning requirements and/or governmental regulations. Parkland Golf & Country Club shall initially consist of the Committed Property set forth on Exhibit A-1 attached hereto and made a part hereof and may be expanded to include the Uncommitted Property or a portion thereof, by the recording of a Supplemental Declaration in the Public Records committing such additional lands. The definition and/or description of Parkland Golf & Country Club contained in this Section 1.58 and elsewhere in this Declaration is subject to amendment or modification by Declarant.

1.59 "Parkland Golf & Country Club Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Architectural Review Requirements, and all of the instruments and documents referred to and/or incorporated herein and therein, including, but not limited to, amendments to any of the foregoing, as applicable.

1.60 "Permit" or "Permits" shall mean the Consumptive Use Permit issued by SFWMD, a copy of which is attached hereto and made a part hereof as Exhibit G, and/or the Environmental Resource Permit issued by the Department of Planning and Environmental Protection, a copy of which is attached hereto and made a part hereof as Exhibit H, as applicable.

1.61 "Phytozone" shall mean a small pocket wetland at the edge of a lake designed to function as a combination forebay/wetland treatment structure, constructed to receive runoff directly from the stormwater drainage system, where the runoff is detained and treated before flowing into the main body of the lake. The wetland system is defined by earthen berm vegetated with appropriate aquatic plants. Phytozones are typically sized to treat runoff from smaller more frequent storm events through a combination of physical settling of solids and uptake of dissolved nutrients by aquatic plants. Phytozones can also be beneficial as habitat and feeding areas for wading birds and other wildlife.

1.62 "Plat" shall mean any plat or replat of any portion of Parkland Golf & Country Club recorded or to be recorded in the Public Records as same may from time to time be amended by Declarant.

1.63 "Premium Channel" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.

1.64 "Public Records" shall mean the Public Records of Broward County, Florida.

1.65 "Reserves" shall mean those Assessments set forth in Section 4.2.6 hereof.

1.66 "Rules and Regulations" shall mean the Rules and Regulations governing Parkland Golf & Country Club as adopted by the Board from time to time.

1.67 "SFWMD" shall mean the South Florida Water Management District.

1.68 "Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 4.2.2 hereof.

1.69 "Sports Club" shall mean the Parkland Golf & Country Club Sports Club, which shall be owned and operated by Declarant or another entity as set forth in Section 2.6 hereof, in which all Owners shall be mandatory licensees and have certain use privileges and obligations. The Sports Club may consist of facilities such as tennis courts and restaurants, and such other facilities and amenities as more fully described herein.

1.70 "Sports Club Owner" shall mean WCI Communities, Inc., a Delaware corporation, its successors and/or assigns.

1.71 "Sports Club Plan" shall mean the Club Plan for Parkland Golf & Country Club Sports Club, and any exhibits thereto, as same may be amended from time to time.

1.72 "Sports Club Property" shall mean that portion of the Total Property upon which the Sports Club facilities are or shall be located, as more fully described in Exhibit F attached hereto and made a part hereof, as it may be modified from time to time.

1.73 "Supplemental Declaration" shall mean any instrument executed by Declarant with respect to the Uncommitted Property or a portion thereof that, when recorded in the Public Records, shall commit such property to the provisions of this Declaration, which shall be the only method of committing such property to the provisions of this Declaration. A Supplemental Declaration may also add restrictions not set forth in this Declaration, declare certain properties to be or not to be Foundation Property, specify additional Exclusive Neighborhood Common Areas, withdraw property from the provisions of this Declaration, modify the legal description(s) of the Golf Club Property

and/or the Sports Club Property, or effect such other changes with respect to this Declaration as Declarant may determine. The Foundation shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.74 "Surface Water Management System" shall mean the collection of devices, Improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may include, but is not limited to, exfiltration trenches, wetland preservation areas, mitigation areas, canals, dams, impoundments, reservoirs, drainage maintenance easements and all structures, works and/or Improvements defined in the Permit described below and/or referenced in Section 373.403 of the Florida Statutes to the extent same exist within Parkland Golf & Country Club. This term may also include a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code. (The Parkland Golf & Country Club Surface Water Management System includes those works authorized by the NSID pursuant to a Department of Planning and Environmental Protection ["DPEP"] Permit). The Surface Water Management System will be maintained by NSID; however, in the event NSID cannot maintain or relinquishes its responsibility to maintain the Surface Water Management System, the Golf Club Owner shall be obligated to maintain the Surface Water Management System as provided in the DPEP Permit and the SFWMD Permit.

1.75 "Telecommunications Provider" shall mean any party contracting with the Foundation to provide Owners with one or more Telecommunication Services. Declarant may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example and not limitation, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide such service to the Foundation while another Telecommunications Provider may own, maintain, and service the Telecommunications Systems which allow for the delivery of that service.

1.76 "Telecommunications Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and an Access Control Program. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service, Expanded Basic Service and Premium Channels.

1.77 "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Parkland Golf & Country Club. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution,

drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

1.78 "Title Documents" shall mean all documents subject to which an Owner shall take title to a Home and/or Lot as more specifically set forth in Section 12.14 hereof.

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

1.80 "Total Property" shall mean that certain real property located in the County and more particularly described in Exhibit A attached hereto and made a part hereof, together with such additions thereto or deletions therefrom as may hereafter be effected by Declarant in accordance with Section 2.2 hereof, and consists of both Committed Property and Uncommitted Property.

1.81 "Turnover Date" shall mean the date upon which Declarant relinquishes control of the Foundation to the Members, which shall be the earliest of the following to occur: (1) three (3) months after ninety percent (90%) of the Homes in all phases of Parkland Golf & Country Club that will ultimately be operated by the Foundation have been conveyed to Owners other than Declarant or a Builder; (2) on that date which shall be twenty (20) years from the date upon which this Declaration shall be recorded in the Public Records; or (3) when Declarant elects, in its sole discretion, to relinquish control of the Foundation to the Members.

1.82 "Uncommitted Property" shall mean the Total Property other than the Committed Property, the Golf Club Property and the Sports Club Property, and which is more particularly described in Exhibit A-2 attached hereto and made a part hereof.

1.83 "Use Fees" shall have the meaning set forth in Section 4.2.3 hereof.

1.84 "Water Body Lot" shall mean a Lot abutting one of the water bodies in Parkland Golf & Country Club.

ARTICLE II

DEVELOPMENT PLAN; DESIGNATION OF PROPERTIES; CONVEYANCE OF FOUNDATION PROPERTY

2.1 General Development Plan

ANY SITE PLAN OF PARKLAND GOLF & COUNTRY CLUB IS CONCEPTUAL ONLY AND

FOR THE CONVENIENCE OF REFERENCE. IT SHOULD NOT BE RELIED UPON AS REPRESENTATION, EXPRESS OR IMPLIED, OF THE FINAL SIZE, LOCATION OR DIMENSIONS OF ANY LOT OR BUILDING AREA. THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO MAKE ANY MODIFICATIONS, REVISIONS, AND CHANGES IT DEEMS DESIRABLE IN ITS SOLE AND ABSOLUTE DISCRETION OR AS MAY BE REQUIRED BY LAW OR GOVERNMENTAL BODIES.

Declarant's general Development Plan of Parkland Golf & Country Club is intended to contain no more than seven hundred (700) single family Lots and one hundred twenty (120) condominium units, together with the Sports Club and the Golf Club, neither of which shall, however, be subject to this Declaration. Development will conform to and be subject to the master plans and provisions referred to in Ordinance No. 2002-04 as amended from time to time and passed by the City Commission of the City. Development shall occur in phases pursuant to the phasing plan incorporated in said ordinance. Declarant intends that certain Lots contained within the Committed Property be grouped together in Neighborhoods, which will be administered by the Foundation and/or a Neighborhood Association. Neighborhoods will be designated by Declarant. Condominium Parcels will also be Neighborhoods administered by Neighborhood Associations, provided however, the condominium association administering a Condominium Parcel shall be the Neighborhood Association for that Condominium Parcel Neighborhood. Neighborhoods will be subject to Neighborhood Assessments, assessed by the Foundation, based upon various services the Foundation provides to one or more, but not every, Neighborhood. Neighborhood Assessments will be in addition to other Assessments set forth in Section 4.2 hereof and any assessments by the Neighborhood Associations respecting the Lots and/or Homes the Neighborhood Associations administer. When there is Exclusive Neighborhood Common Area, the Owners of all property in the benefited Neighborhood or Neighborhoods shall, in accordance with the provisions of this Declaration, be assessed by the Foundation, which shall operate and administer such Exclusive Neighborhood Common Area.

The Foundation is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes, but rather Chapter 720, Florida Statutes. This Declaration is not a declaration of condominium. No portion of the Committed Property is submitted by this Declaration to the condominium form of ownership. Declarant does not intend that any portion of the Committed Property be submitted to the condominium form of ownership except property which may at some future time be legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or with the consent of Declarant. Further, the expressed intent of this Declaration is that neither the substantive rights nor the procedural rights hereunder shall retroactively be affected by legislation subsequent to the date upon which this Declaration shall be recorded. Notwithstanding anything contained herein, Owners of Lots and/or Homes that are submitted to the condominium form of ownership shall be members of and subject to a condominium association in accordance with the Condominium Declaration recorded in relation thereto, and any such condominium association shall be a Neighborhood Association.

2.2 Committed and Uncommitted Property

2.2.1 Committed Property. Committed Property shall mean those portions of the Total

Property which are now or hereafter committed for specific land use (as hereinafter described) and which are subject and committed to all covenants, restrictions, terms, and conditions of this Declaration. The property committed hereby is legally described in Exhibit A-1 attached hereto and made a part hereof includes lands which will be converted to Uncommitted Property at any time prior to the Turnover Date at Declarant's sole, absolute and unfettered discretion. Until Turnover Date, Exhibit A-1 may be modified by Declarant in its sole discretion.

2.2.2 Uncommitted Property. Uncommitted Property includes those portions of the Total Property that may be used for future development by Declarant, as more fully described in Exhibit A-2 attached hereto and made a part hereof. Until Turnover Date, Exhibit A-2 may be modified by Declarant in its sole, absolute and unfettered discretion. Unless and until such Uncommitted Property becomes Committed Property it shall not be subject to the provisions of this Declaration. The Golf Club Property and the Sports Club Property are not intended to ever be submitted to the provisions of this Declaration as Committed Property.

2.2.3 Addition or Withdrawal of Property.

2.2.3.1 Addition of Property. Declarant shall have the right to add property to the Total Property, and thereafter to the Development Plan of Parkland Golf & Country Club, and, for so long as there remains Uncommitted Property, the right to add any portion(s) of the Uncommitted Property to the Committed Property, and therefore to the Development Plan of Parkland Golf & Country Club and this Declaration, at Declarant's sole option and in its sole discretion. Any such addition of property shall be accomplished and effected by the execution and recordation of a Supplemental Declaration describing the subject property. Such Supplemental Declaration shall be executed solely by Declarant and shall not require the joinder, acknowledgment, or approval of any other party or entity. Upon the recordation of a Supplemental Declaration adding property to the Total Property or adding Uncommitted Property to the Committed Property, the property described therein shall be Total Property or Committed Property, respectively, as fully as though originally designated herein as such. Additionally, Declarant hereby expressly reserves an easement for ingress and egress and for utilities and drainage over the Committed Property for the benefit of any Uncommitted Property that is subsequently committed pursuant to a Supplemental Declaration as set forth herein and for the benefit of the Golf Club Property and the Sports Club Property; provided, however, that no such easement may be granted upon any portion of the Committed Property upon which a Home exists or Improvements within a Condominium Parcel exist. Subsequent to the Completion Date, the rights afforded Declarant in this Section 2.2.3.1 shall pass to the Foundation.

2.2.3.2 Withdrawal of Property. Declarant shall have the right to withdraw any portion(s) of the Committed Property then owned by Declarant from this Declaration and/or any portion(s) of the Uncommitted Property from the Total Property, at Declarant's sole option and in its sole discretion. Any such withdrawal of property shall be accomplished and effected by the execution and recordation of a Supplemental Declaration describing the subject property. Such Supplemental Declaration need only be executed by Declarant and shall not require the joinder, acknowledgement, or approval of any other party or entity, except that, notwithstanding the foregoing, the right of

Declarant to withdraw portions of the Committed Property shall not apply to any Home or Lot which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the written consent of the Owner is obtained. Upon the recordation of a Supplemental Declaration withdrawing any portion(s) of Committed Property from this Declaration or withdrawing any portion(s) of Uncommitted Property from the Total Property, the subject property being withdrawn from this Declaration or the Total Property shall be considered as if such property had never been subject to this Declaration or a part of the Total Property, respectively. With regard to Declarant's right to withdraw Uncommitted Property from the Total Property, Declarant specifically reserves the right to make such use of, or to sell, all or any part of such withdrawn Uncommitted Property as shall be permitted by any applicable zoning regulations. Additionally, the Foundation shall have no right to withdraw any Committed Property from this Declaration.

2.3 Foundation Property

2.3.1 Generally. The Foundation Property shall consist of all parcels or portions of the Committed Property, as well as any easements or interests therein, which are specified in this Declaration, a Supplemental Declaration, or any other Parkland Golf & Country Club Document(s) as Foundation Property. A description of the property Declarant intends to commit as Foundation Property is contained in Exhibit D attached hereto and made a part hereof provided, however, no property shall be deemed to be Foundation Property until such time as it becomes Committed Property.

Exhibit D may be modified by Declarant until such time as this Declaration is recorded in the Public Records of the County. The administration, management, operation, and maintenance of the Foundation Property shall be the responsibility of the Foundation as set forth in this Declaration or any other Parkland Golf & Country Club Documents. Foundation Property shall be used for proper purposes by the Foundation and the Owners and their family members, guests, invitees, and lessees in accordance with the Parkland Golf & Country Club Documents. Throughout this Declaration, as well as all other Parkland Golf & Country Club Documents, the term Foundation Property shall specifically include those portions of the Committed Property that have been or will be designated as Exclusive Neighborhood Common Area.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE DEFINITION OF "FOUNDATION PROPERTY" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE FOUNDATION PROPERTY TO BE OWNED BY, LEASED BY, OR DEDICATED TO THE FOUNDATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM OR LAND.

2.3.2 Exclusive Neighborhood Common Area. Certain portions of the Committed Property may be designated as Exclusive Neighborhood Common Area and reserved for the exclusive use of Owners and occupants of Lots and/or Homes within a particular Neighborhood or Neighborhoods. Such designation, if any, shall create in favor of every Owner in a particular

Neighborhood to which a particular Exclusive Neighborhood Common Area has been designated a nonexclusive easement of use, access, and enjoyment in and to such Exclusive Neighborhood Common Area. All costs associated with maintenance, repair, replacement, and insurance of any Exclusive Neighborhood Common Area shall be assessed as a Neighborhood Assessment against the Owners of Lots and/or Homes in only those Neighborhoods benefited thereby. By way of illustration and not limitation, an Exclusive Neighborhood Common Area may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Neighborhood Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Exclusive Neighborhood Common Area to the Foundation, or on the Plat relating to such Exclusive Neighborhood Common Area, or in a Supplemental Declaration. Exclusive Neighborhood Common Area(s) may be reassigned by the Foundation if such reassignment is approved by affirmative vote of a majority of the votes of the Owners within the Neighborhood(s) to which the Exclusive Neighborhood Common Area(s) are assigned and a majority of the votes of those within the Neighborhood(s) to which the Exclusive Neighborhood Common Area(s) are to be assigned. Exclusive Neighborhood Common Area shall not include property which is owned by a Neighborhood Association or is common elements of a Condominium, provided, however, nothing herein shall preclude a Condominium or Condominiums from having an Exclusive Neighborhood Common Area designated for its or their use. Exclusive Neighborhood Common Area shall be considered a subcategory of Foundation Property, which is for the exclusive use of certain Owners as set forth herein; however, where throughout this Declaration and other Parkland Golf & Country Club Documents the term Foundation Property is used, such term shall be deemed to include Exclusive Neighborhood Common Area unless such inclusion would be inconsistent with the specific definition and description of Exclusive Neighborhood Common Area. For instance, where the term Foundation Property is being used to describe property that is subject to use by all Owners, such reference would not include Exclusive Neighborhood Common Areas because such inclusion would conflict with the meaning of Exclusive Neighborhood Common Area.

2.3.3 Prior to Conveyance. Prior to the conveyance and/or dedication of the Foundation Property to the Foundation, any portion of the Foundation Property owned by Declarant and located within the Committed Property shall be operated, maintained, and administered at the sole cost of the Foundation, such cost to be assessed to the Owners, for all purposes and uses reasonably intended as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Foundation Property without interference from any Owner or Lender or any other person or entity whatsoever. The current conceptual plans and/or representation, if any, regarding the composition of the Foundation Property are not a guarantee of the final composition of the Foundation Property. Declarant has no obligation or responsibility to construct or supply any such Foundation Property, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Foundation Property to be owned by, leased by, or dedicated to the Foundation. Declarant, so long as it controls the Foundation, further specifically retains the right to add to, delete from, or modify any of the Foundation Property referred to herein.

2.3.4 Construction of Foundation Property Facilities. Declarant has constructed or will construct, at its sole cost and expense, certain facilities and Improvements as part of the Foundation

Property, together with equipment and personalty contained therein, and such other Improvements and personalty as Declarant determines in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and Improvements. Prior to the Completion Date, Declarant reserves the absolute right to construct additional Foundation Property facilities and Improvements within Parkland Golf & Country Club, from time to time in its sole discretion, and to remove, add to, modify, and/or change the boundaries, facilities, and/or Improvements which are now or then part of the Foundation Property. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, Improvements, or Foundation Property as it is contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including, but not limited to, the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, Improvements, appurtenances, personalty (e.g., furniture), color, textures and finishes of the Foundation Property, or changes or modifications to any of them, subject to relevant governmental approval. Upon completion of the Foundation Property, it shall be conveyed to the Foundation.

2.3.5 Operation after Conveyance. After the conveyance or dedication of any portion of the Foundation Property to the Foundation, the portion of the Foundation Property so conveyed or dedicated shall be owned, operated, maintained and administered by the Foundation for the use and benefit of the owners of all property interests in Parkland Golf & Country Club including, but not limited to, the Foundation, Declarant, Owners, and any Lenders, but excluding the Golf Club Owner and the Sports Club Owner, except as to the easement rights set forth herein or in documents, if any, between the Foundation and the Golf Club Owner or the Sports Club Owner. Subject to the Foundation's right to grant easements and other interests as provided herein, the Foundation may not convey, abandon, alienate, encumber, or transfer all or a portion of the Foundation Property to a third party without (i) if prior to the Completion Date, the approval of (a) a majority of the Board and (b) the consent of Declarant; or (ii) if after the Completion Date, the approval of (a) seventy-five percent (75%) of the Board, and (b) seventy-five percent (75%) of all of the votes in the Foundation.

2.3.6 Delegation. Once completed and a part of the Committed Property, the Foundation Property and the facilities and Improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of the Foundation. Notwithstanding the foregoing, the Foundation may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Foundation specifically shall have the right to pay for management services on any basis approved by the Board (including without limitation bonuses or special fee arrangements for meeting financial or other goals). Declarant, its parent companies, affiliates, and/or subsidiaries shall have the right to manage the Foundation. Owners and the Foundation acknowledge that it is fair and reasonable to have Declarant, its parent companies, affiliates, and/or subsidiaries manage the Foundation. Further, in the event any Foundation Property is created by easement, the Foundation's obligations and rights with respect to such Foundation Property may be limited by the terms of the document creating such easement.

2.3.7 Use.

2.3.7.1 Nonexclusive Use. The Foundation Property shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members of the Foundation) entitled to use those portions of the Foundation Property. Prior to the Completion Date, Declarant, and thereafter the Foundation, has the right to make the Foundation Property available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

2.3.7.2 Declarant's Right to Use. Until Declarant expressly waives the right, Declarant shall have the right to use any portion of the Foundation Property, without charge, for any purpose deemed appropriate by Declarant.

Notwithstanding anything contained in this Declaration to the contrary and in recognition of the fact that Declarant shall have a continuing substantial interest in the development and administration of the Total Property, Declarant hereby reserves for itself and any Builder the right to use any portion(s) of the Foundation Property, as well as all portions of the Total Property owned by Declarant or a Builder, in conjunction with, and as part of, Declarant's or a Builder's program for the sale, lease, construction, and/or development of the Total Property without any cost to Declarant or any Builder for such right and privilege.

2.3.7.3 Right to Allow Use. Declarant and/or the Foundation may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Foundation, and/or others may obtain the use, possession of, or other rights regarding the Foundation Property or portions thereof, on an exclusive or non-exclusive basis, for certain specified purposes. The Foundation may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such Foundation Property, the expenses of which shall be Foundation Expenses. Any such agreement by the Foundation subsequent to the Turnover Date but prior to the Completion Date shall require the consent of Declarant.

2.3.7.4 Water Bodies and Lakes.

NEITHER DECLARANT, NOR THE FOUNDATION, NOR THE GOLF CLUB OWNER, NOR THE CITY, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM, WATERFALL OR OTHER WATER BODY WITHIN THE FOUNDATION PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SIGNIFICANTLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTEE BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL OWNERS AND

USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN LAKES AND WATER BODIES WITHIN OR IN PROXIMITY TO THE FOUNDATION PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF LAKES AND WATER BODIES SHALL BE PROHIBITED UNLESS AUTHORIZED BY THE APPLICABLE SFWMD PERMIT. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF LAKES AND WATER BODIES IS NOT AUTHORIZED BY SAID PERMIT, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED FROM THE SFWMD. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY LAKE OR WATER BODY WITHIN THE FOUNDATION PROPERTY, EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE FOUNDATION; (iii) DECLARANT, THE FOUNDATION, THE GOLF CLUB OWNER, THE CITY AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSTAORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE FOUNDATION PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE FOUNDATION PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO LAKES AND WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. Neither Declarant, the Foundation, the Golf Club Owner nor the Sports Club Owner shall be obligated to erect fences, gates, or walls around or adjacent to any lake or water body within Parkland Golf & Country Club. Notwithstanding the foregoing, an Owner or a Neighborhood Association may erect a fence adjacent to the boundary of a lake or water body but within the boundary of the Lot or Neighborhood Association property or Condominium Parcel, as applicable (but outside any easement in favor of the NSID) with the prior approval of the ARC.

2.3.7.5 Obstruction of Foundation Property. No portion of the Foundation Property may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Foundation and this Declaration.

2.3.7.6 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Foundation Property ("User") accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Foundation Property, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides, and fertilizers as permitted in accordance with the Audubon International Sustainable Development Program as set forth in this Declaration, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Foundation Property, and (e) design of any portion of the Foundation Property. Each User also expressly indemnifies and agrees to hold harmless Declarant, the Foundation, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages and expenses, whether direct or consequential, arising from or related to the User's use of the Foundation Property, including without limitation attorneys' fees, paraprofessional fees, and costs at trial and upon appeal. Without limiting the foregoing, all Users using the Foundation Property, including without limitation any pool or area adjacent to a canal, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE FOUNDATION PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, FISH, INSECTS, SNAKES, RACOONS, DEER, FOWL, AND FOXES. DECLARANT AND THE FOUNDATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

2.3.7.7 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant and the Foundation, their officers, partners, agents, employees, affiliates, directors, and attorneys (collectively, "Indemnified Parties") from and against all actions, injury, claims, loss, liability, damages, costs, and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Foundation Property, including, without limitation, use of the lakes, canals and other water bodies within Parkland Golf & Country Club by Owners, and/or their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant, the Foundation, or of any of the Indemnified Parties. Should any Owner bring suit against Declarant, the Foundation, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including but not limited to attorney's fees and paraprofessional fees at trial and upon appeal.

2.3.8 Redesignation of Foundation Property. Notwithstanding anything contained herein to the contrary and provided that the Development Plan of Parkland Golf & Country Club is not

substantially modified, Declarant shall have the right, in its reasonable discretion, to alter or modify the Foundation Property and any Improvements, easements, and use rights thereon or appurtenant thereto, including, but not limited to, the right to redesignate, modify, alter, increase, or decrease (collectively, "Redesignate") the specified use(s) of any Foundation Property in any manner deemed reasonably appropriate by Declarant without the consent of the Foundation, Neighborhood Associations, Owners, the Golf Club Owner, the Sports Club Owner or any Lender(s) for so long as Declarant shall own any portion(s) of the Total Property. In the event Declarant exercises its right to Redesignate the specified use(s) of the Foundation Property, Declarant shall record an amendment to this Declaration in the Public Records, setting forth the portion of the Foundation Property subject to such redesignation and the redesignated use(s) thereof.

Prior to the Completion Date, Declarant shall further have the right to designate additional Foundation Property from areas then owned by Declarant which were previously designated as other types of property. Provided that Declarant shall only hold a security interest in a portion of the Total Property and not own a fee simple interest in any portion(s) of the Total Property, the Foundation shall have the right to designate additional Foundation Property from areas owned by the Foundation which were previously designated as other types of property with prior consent and approval of Declarant.

2.3.9 Conveyance of Foundation Property. After the Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Foundation Property may be dedicated by plat, created in the form of easements, or conveyed by Quitclaim Deed from Declarant to the Foundation. The dedication, creation by easement, or conveyance shall be subject to the terms and provisions of this Declaration and all other Parkland Golf & Country Club Documents; easements, restrictions, reservations, conditions, limitations, and/or declarations of record or common to the Parkland Golf & Country Club; real estate taxes for the year of recordation of this Declaration and subsequent years; and zoning, land use regulations, and survey matters. The Foundation shall be deemed to have assumed and agreed to pay all continuing obligations and any and all service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Foundation Property and any and all other obligations relating thereto, and the Foundation shall and does hereby indemnify and hold Declarant harmless from and against same. The Foundation, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Foundation Property and the personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE FOUNDATION PROPERTY BEING CONVEYED.

2.4 Models

Declarant hereby reserves the right to construct a model or models in Parkland Golf & Country Club, which may be models for Parkland Golf & Country Club or for any other communities being developed by Declarant or any of Declarant's affiliates whether or not such other communities are located upon or within the Total Property, as Declarant may so determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs any model(s) in Parkland Golf &

Country Club, such model(s) may be used for such period of time that Declarant and/or any of Declarant's affiliates are constructing Homes within Parkland Golf & Country Club or within any other communities being developed by Declarant or any of Declarant's affiliates. By his or her acceptance of a deed for a Lot and/or Home in Parkland Golf & Country Club, each Owner agrees and acknowledges that Declarant and/or any of Declarant's affiliates have a right to construct model(s) and that Declarant and/or any of its affiliates have an easement over, across, and within the Parkland Golf & Country Club community to use and show the model(s) and the Foundation Property to prospective purchasers in Parkland Golf & Country Club or any other communities as long as such model(s) exist.

2.5 Golf Club and Golf Course

The Golf Club Property, including the golf course, which is not part of the Committed Property and will not be part of the Foundation Property, is privately owned and operated by the Golf Club Owner. The Golf Club Property, upon which both the Golf Club and golf course are located, is more particularly described on Exhibit E attached hereto and made a part hereof, provided, however, the description of the Golf Club Property may be modified.

Neither membership in the Foundation nor ownership of a Home and/or Lot in Parkland Golf & Country Club shall confer any use, membership, or access rights to the Golf Club Property and its facilities as same are governed by and strictly subject to the purchase of separate equity memberships in accordance with the terms, conditions, rules, and procedures established by the Golf Club Owner, pursuant to the Golf Club Plan.

THE GOLF CLUB PROPERTY IS NOT FOUNDATION PROPERTY. NOR IS IT ENCUMBERED BY THIS DECLARATION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND UNLESS AND TO THE EXTENT ANY OF SUCH GOLF CLUB PROPERTY IS OR SHALL BE CONVEYED TO THE FOUNDATION IN ACCORDANCE WITH THIS SECTION 2.5.

Declarant anticipates, but does not commit, that the Golf Club Property will be improved as and used for (a) golf and other recreational activities customarily associated with golf club operations, (b) commercial activities incidental to or customarily associated with golf club operations, including without limitation food and beverage services and the recreation and entertainment of golf club members and guests, (c) commercial activities incidental to or customarily associated with golf pro shops, (d) amateur and professional golf tournaments, and (e) such concessions and other commercial activities as are incidental to or customarily associated with such golf tournaments (items [a]-[e] are collectively referred to as "Golf Club Operations"). Declarant, for itself and the Golf Club Owner and their licensees, agents, invitees, successors and assigns, specifically reserves an easement upon and the right, privilege, and license of using, without charge, any or all of the Foundation Property located solely within the Total Property, including, without limitation, any common streets, parking lots, sidewalks, walkways, lakes, and water bodies located thereupon, in connection with and in support of Golf Club Operations, which shall specifically include, without limitation, the right, privilege, license, and easement to limit, control, restrict, or permit, by ticket, pass, or otherwise, ingress or egress to and from the Golf Club Property by, through, over, and upon any and all of the Foundation Property. That

the property burdened with such easement may be owned by the party benefited by such easement shall not serve to merge the easement into fee ownership. The Golf Club Owner may from time to time locate and erect upon the Golf Club Property buildings, structures, landscaping, and other Improvements without the requirement of approval by the Foundation or the ARC. The Golf Club Owner shall not be a Member of the Foundation, but shall be liable for three percent (3%) of the Foundation Expenses as set forth in a cost-sharing agreement entered into or to be entered into by and between the Foundation and the Golf Club Owner. The Golf Club Owner shall be responsible for operation, maintenance, and repair of all of the Golf Club Property and all Improvements that are from time to time located thereon. Nothing contained in this Declaration is intended to or shall make the Golf Club Property subject to the ownership, operation, or control of the Foundation; however, the Golf Club Owner may, in its sole discretion and subject to the approval of Declarant, convey portions of the Golf Club Property to the Foundation.

2.5.1 No Representations or Warranties. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or by any other person with regard to the creation of, or continuing ownership or operation of, the Golf Club or golf course as depicted upon any master land use plan, Plat, sales materials, or other documentation pertaining to Parkland Golf & Country Club, and no purported representation or warranty in such regard, either written or oral, shall ever be effective or enforceable, unless in writing and executed by Declarant.

2.5.2 Easement for Access and Parking. The Golf Club and its members (regardless of whether such members are Owners hereunder), their guests, invitees, and the employees, agents, contractors and designees of the Golf Club, shall at all times have a right and non-exclusive easement of ingress and egress over all roadways located within the Committed Property reasonably necessary for access to and from the entrance to the Committed Property to and from the Golf Club Property, and over all roadways within the Committed Property and other portions of the Committed Property for any reasonable purpose in connection with golf course play and as may be reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club Property. Without limiting the generality of the foregoing, members of the Golf Club, Golf Club parking valet services and permitted members of the public shall have the right to park their vehicles on the roadways located within the Committed Property at reasonable times before, during and after golf tournaments and other similar functions held at the Golf Club. This easement is subject to reasonable Rules and Regulations promulgated by the Foundation from time to time.

2.5.3 Easement for Golf Cart Pathways. There is hereby created, declared, and reserved for the benefit of the Declarant and the Golf Club Owner and/or operator(s) of the Golf Club Property and their respective employees, agents, licensees, invitees, members (whether or not Owners), and guests, as well as any other person who may from time to time be entitled to use of the golf course, a non-exclusive golf cart pathway easement over and upon all golf cart pathway easement areas shown on the Plat or other recorded instruments of the Total Property, or any portion(s) thereof, or as any golf cart pathways may from time to time exist upon the Total Property, together with a non-exclusive easement and license unto such benefited parties to enter upon such golf cart pathway easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing, or replacing paved golf

cart pathways; and for ingress, egress, and passage thereover by way of, and for the use and operation thereon of, electric or other powered golf carts. The Golf Club Owner shall have the right to cause the golf cart pathway easement areas to be specifically described by metes and bounds legal descriptions, and the Owners and the Foundation shall cooperate in executing and recording appropriate easement agreements with respect thereto. All vehicles traveling on the roads within the Total Property, or any portion(s) thereof, shall yield to golf carts at crossings where golf cart pathway easement areas intersect with said roads.

2.5.4 Golf Club Easement. An easement is hereby granted to Golf Club members, guests and invitees, and to the Golf Club Owner and its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course adjacent to the Lots, Condominium Parcels and Foundation Property and to permit the doing of every act necessary and incident to maintaining the Golf Club facilities in the manner deemed appropriate by the Golf Club Owner. These acts shall include, but not be limited to, holding of tournaments and special events, the recovery of golf balls from Lots, Condominium Parcels and Foundation Property, the flight of golf balls over and upon the Lots, Condominium Parcels and Foundation Property, the creation of the usual and common noise level associated with maintaining any Golf Club facilities; the driving of machinery and equipment used in connection with maintaining the Golf Club facilities over and upon the roads, the Foundation Property and the Golf Club Property, the spraying of effluent on the golf course for fertilizing and watering purposes, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance, operation and use of a golf course and the Golf Club and the Golf Club Property. Such noise may occur on or off the Golf Club Property, throughout the day from early morning until late evening. Declarant shall have the right to prescribe in writing to the Golf Club Owner the manner and extent to which the rights under this easement shall be exercised. In addition, Declarant may, in its sole discretion, limit or withdraw or prohibit certain of the acts authorized by this easement, and may limit the manner or place of doing all or certain of the acts authorized by this easement.

2.5.5 Easement for Golf Balls and Golf Play. The Lots, the Homes, the Condominium Parcels and the Foundation Property are burdened with a perpetual, non-exclusive easement hereby created by Declarant permitting golf balls unintentionally to come upon the Lots, the Homes, the Condominium Parcels and the Foundation Property from the golf course(s) adjacent to the Lots, the Homes, the Condominium Parcels and the Foundation Property, if any, and for golfers at reasonable times and in a reasonable manner to come upon the Lots, the Condominium Parcels and the Foundation Property or the exterior portions of the Homes to retrieve errant golf balls; provided, however, if any portion of a Lot, a Condominium Parcel, or the Foundation Property is fenced or walled, the golfer will seek the Owner's or Foundation's permission before entry. The location of a Lot, Home, Condominium Parcel and/or a portion of the Foundation Property may result in nuisances or hazards to a Home, a Lot, a Condominium Parcel and/or a portion of the Foundation Property as a result of operations of the golf course(s) adjacent to such Lot, Home, Condominium Parcel and/or Foundation Property. Each Owner, by acceptance of a deed to a Lot or a Home covenants for itself, its successors, successors in title, and assigns that it shall assume all risks associated with such location, including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to golf course activities and shall indemnify and hold harmless Declarant and the Golf Club

Owner from any liability, claims or expenses, including attorneys' fees, arising from such property damage or personal injury. Under no circumstances shall the existence of these easements relieve golfers of liability for any damage or injury caused by use of these easements, nor shall the existence of these easements cause Declarant, the Golf Club Owner, any Builder, or the Foundation to be held liable for any damage or injury resulting from errant golf balls or the exercise of these easements. Declarant reserves the right to impose upon all or certain of the Lots, the Homes, the Condominium Parcels and/or all or a portion of the Foundation Property such other easements as are required for the operation of the Golf Club.

2.5.6 Assumption of Risk and Indemnification. Each Owner, by its purchase of and acceptance of a deed to a Lot and/or Home in the vicinity of the golf course, hereby expressly assumes the risk of noise, personal injury, or property damage caused by maintenance and operation of the golf course, including without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance typically takes place around sunrise or sunset; (b) noise and damage caused by golfers; (c) use of pesticides, herbicides, and fertilizers; (d) view restrictions caused by maturation of trees and shrubbery, the construction of Improvements upon the golf course, or redesign of the golf course; (e) odors that may be caused by the watering and fertilizing of the Golf Club Property by spray irrigation; and/or (f) reduction in privacy caused by constant golf traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course, and hereby expressly agrees that the travel, entry, and coming to rest of golf balls over, upon, or within any portion of the Committed Property burdened with these easements shall not be deemed to be or constitute a nuisance or hazard to the health, safety, or welfare of the Owners of such property or their respective guests. Each Owner, by its purchase of and acceptance of a deed to a Lot and/or Home in the vicinity of the golf course, hereby expressly and unconditionally agrees that neither Declarant, the Golf Club, the Golf Club Owner nor the Foundation shall be liable to an Owner or any other person whether or not such person is claiming through any Owner for any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy, whether or not due in whole or in part to the negligence of Declarant, the Golf Club, the Golf Club Owner or the Foundation, based upon, due to, arising from, or otherwise related to the proximity of an Owner's Lot and/or Home to the golf course. Each Owner (other than Declarant) hereby agrees to indemnify and hold harmless Declarant, the Golf Club, the Golf Club Owner and the Foundation from and against all claims by the Owner's family members, invitees, guests, visitors, tenants, and others upon the Owner's property. Further, by acceptance of a deed to a Lot and/or Home, an Owner acknowledges that he/she knows and appreciates the nature of all risks both apparent and latent associated with living in a golf course community and expressly assumes the risk of personal injury or property damage that may occur in connection with such risks.

2.5.7 Golf Carts. Owners who are members of the Golf Club may acquire private golf carts provided by the Golf Club which are the same type, color, design and style as the most recent model used at the Golf Club, subject to such terms and conditions as required by the Golf Club. Carts not acquired through the Golf Club will not be permitted. All such Owners' golf carts may be parked, placed or stored only in the garage of the Owner's Home, if any, or a designated area of a Condominium Parcel, if any. No golf cart shall be placed, parked or stored on the lawn of any Home

or on any portion of the Golf Club Property, the Foundation Property or Exclusive Neighborhood Common Area, unless such area is specifically designated as a golf cart parking area by the Board or the Golf Club Owner. No golf cart shall be permitted outside the gates and boundaries of Parkland Golf & Country Club. Owners of golf carts shall be required to sign a release of liability agreeing to hold Declarant, the Golf Club Owner, the Golf Club and the Foundation harmless as a result of any loss or damage resulting from or arising out of Owner's operation of the golf cart. Each year the owners of golf carts shall provide the Foundation with proof of liability insurance in connection with the operation of their golf cart(s); such liability policy shall have such limits as shall be approved by the Foundation in its sole and absolute discretion and shall name as an additional insured those parties requested by the Foundation from time to time. Further, such insurance policy shall provide that it can be cancelled only upon thirty (30) days prior written notice to the Foundation. Owners using golf carts shall be held fully responsible for any and all damages caused by the misuse of the golf cart by the Owners and their family members, guests, licensees, invitees, employees or agents, and Owners shall reimburse the Foundation or the Golf Club, as applicable, for any and all damages the Foundation or the Golf Club may sustain by reason of such misuse. Such damages shall be an Individual Assessment if assessed by the Foundation. The Board in its sole and absolute discretion shall have the right to promulgate such other restrictions concerning golf carts as the Board may deem necessary and desirable, including, without limitation, Use Fees for golf cart owners.

2.5.8 Golf Course Disclaimer.

DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE GOLF COURSE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE GOLF COURSE WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

2.5.9 Covenant of Mutual Cooperation. In recognition of the fact that the provisions of this Section 2.5 are for the benefit of the Golf Club, no amendment to this Section 2.5, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval of the Golf Club Owner. The foregoing shall not apply to amendments made by Declarant; however, it is Declarant's intention that Declarant, the Foundation, and the Golf Club Owner shall cooperate to the maximum extent possible in the operation of the Committed Property and the Golf Club.

2.6 Sports Club.

All Owners shall be mandatory licensees of and have use privileges in the Sports Club and all Owners, by and upon the acceptance of a deed to a Home and/or Lot, shall be deemed to have accepted all terms and conditions of such license as set forth herein and in the Sports Club Plan. Pursuant to the Sports Club Plan, each Owner, as a licensee of the Sports Club, is obligated to pay

certain fees and charges to the Sports Club, including without limitation a set amount each quarter, for which the Sports Club has a lien right against each Home and Lot, which right is superior to the Foundation's lien for Assessments described in Section 4.12 of this Declaration, but inferior to the liens described in Section 4.13 of this Declaration. The Sports Club may appoint the Foundation or another entity as the manager of the Sports Club, all costs of which shall be paid by the licensees, including the Owners. Non-Owners and non-residents of Parkland Golf & Country Club may also be licensees in the Sports Club.

As all Owners are licensees of the Sports Club, the Foundation is obligated to advise the Sports Club in writing of every sale and resale of a Home or Lot within fifteen (15) days of the date the Foundation is notified of such sale or resale. Included with each such notice shall be a copy of the deed transferring the Home or Lot.

The Sports Club is not part of the Committed Property and will not be part of the Foundation Property. The Sports Club is currently owned and operated by Declarant as the Sports Club Owner. The Sports Club Property is more particularly described on Exhibit F attached hereto and made a part hereof.

Having a license to use the Sports Club facilities shall not constitute or entitle such licensee to membership in the Golf Club.

THE SPORTS CLUB PROPERTY IS NOT FOUNDATION PROPERTY, NOR IS IT ENCUMBERED BY THIS DECLARATION, EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND UNLESS AND TO THE EXTENT ANY OF SUCH SPORTS CLUB PROPERTY IS OR SHALL BE CONVEYED TO THE FOUNDATION IN ACCORDANCE WITH THIS SECTION 2.6.

Declarant anticipates, but does not commit, that the Sports Club Property will be improved as and used for exercise, recreation and social facilities including, without limitation, a swimming pool and spa, tennis courts, restaurant, exercise rooms, meeting rooms and administration space. The Sports Club Owner may from time to time locate and erect upon the Sports Club Property buildings, structures, landscaping, and other Improvements without the requirement of approval by the Foundation or the ARC. The Sports Club Owner shall not be a Member of the Foundation. The Sports Club Owner shall be responsible for operation, maintenance, and repair of all of the Sports Club Property and all Improvements that are from time to time located thereon. Nothing contained in this Declaration is intended to or shall make the Sports Club Property subject to the ownership, operation, or control of the Foundation, except as provided in Section 2.6.4 hereinbelow, if ever.

2.6.1 No Representations or Warranties. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Declarant or by any other person with regard to the creation of, or continuing ownership or operation of, the Sports Club as depicted upon any master land use plan, Plat, sales materials, or other documentation pertaining to Parkland Golf & Country Club, and no purported representation or warranty in such regard, either written or oral, shall ever be effective or enforceable, unless in writing and executed by Declarant.

2.6.2 Easement for Access and Parking. The Sports Club and its licensees (regardless of whether such licensees are Owners hereunder), their guests, invitees, and the employees, agents, contractors and designees of the Sports Club, shall at all times have a right and non-exclusive easement of ingress and egress over all roadways located within the Committed Property reasonably necessary for access to and from the entrance to the Committed Property to and from the Sports Club, and over all roadways within the Committed Property.

2.6.3 Sports Club Easement. An easement is hereby granted over, across and through the Foundation Property to Sports Club licensees, guests and invitees, and to the Sports Club Owner and its officers, agents and employees, to permit the use of the facilities of the Sports Club and the doing of every act necessary and incident to maintaining the Sports Club Property in the manner deemed appropriate by the Sports Club Owner. That the property burdened with such easement may be owned by the party benefited by such easement shall not serve to merge the easement into fee ownership.

2.6.4 Foundation Purchase of Sports Club. Pursuant to the Sports Club Plan, the Foundation may be given the right to purchase the Sports Club and the Sports Club Property under certain circumstances, subject to the affirmative vote of a majority of the Owners and the affirmative vote of a majority of the Directors as to the purchase and the purchase price. Once such vote has been attained, the Board is hereby authorized to negotiate any changes to the agreed upon purchase price, as necessary. The purchase price shall be payable pursuant to a Special Assessment by the Foundation, as provided in Section 4.3.2 of this Declaration. The Owners hereby agree that a Special Assessment for such purpose is for the benefit and welfare of the Owners. If such purchase takes place, the Sports Club Property and all Improvements and personal property therein shall be Foundation Property and the costs of operation, maintenance, repair and replacement thereof shall be Foundation Expenses payable by all Owners as part of the Assessments, although the Foundation may contract to have the Sports Club operated by another person or entity, the costs of which shall also be a Foundation Expense.

2.6.5 Sports Club Disclaimer.

DECLARANT AND/OR SPORTS CLUB OWNER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING THE SPORTS CLUB. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW THE SPORTS CLUB WILL APPEAR UPON COMPLETION AND DECLARANT AND SPORTS CLUB OWNER RESERVE THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

2.6.6 Covenant of Mutual Cooperation. In recognition of the fact that the provisions of this Section 2.6 are for the benefit of the Sports Club, no amendment to this Section 2.6, and no amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval of the Sports Club Owner. The foregoing shall not apply to amendments made by

Declarant; however, it is Declarant's intention that Declarant, the Foundation, and the Sports Club Owner shall cooperate to the maximum extent possible in the operation of the Committed Property and the Sports Club.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE FOUNDATION; BOARD OF DIRECTORS; NEIGHBORHOODS; THE DECLARATION

3.1 Membership in the Foundation

Each person or entity who or which is a record Owner of a fee or undivided fee interest in any Home and/or Lot that is subject to this Declaration shall be a Member of the Foundation; however, no person or entity who holds record ownership of any Home(s) and/or Lot(s) merely as security for the performance of an obligation shall be a Member of the Foundation. The rights and privileges of membership are governed by and may be exercised as more fully set forth in the Articles and the By-Laws. The membership rights of an Owner that is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner, in a written instrument provided to the Secretary of the Foundation, subject to the provisions of this Declaration, the Articles, and the By-Laws. Membership in the Foundation shall be an appurtenance to and may not be separated from the ownership of a Home and/or Lot.

3.2 Voting

The Foundation shall have two (2) classes of membership, Class A and Class B, as follows:

3.2.1 Class A. Class A Members shall be all Owners, with the exception of Declarant which shall be a Class B Member so long as such membership shall exist as set forth in Section 3.2.2 hereof; thereafter, Declarant shall be a Class A Member to the extent it qualifies.

Class A Members shall be entitled to one (1) equal vote for each Home and/or Lot in which they hold the interest required for membership under Section 3.1 hereof. When more than one person or entity is the owner of a Home and/or Lot, each shall be a Member, but there shall be only one (1) vote per Home and/or Lot. In that instance, the vote for such Home and/or Lot shall be exercised as those Members determine between or among themselves and submitted by them in writing to the Secretary of the Foundation prior to any meeting. In the event more than one (1) Member seeks to exercise the vote belonging to a single Home and/or Lot, such vote shall be suspended.

Notwithstanding anything provided herein, there shall be no vote(s) for any Home(s) and/or Lot(s) owned by the Foundation.

3.2.2 Class B. The Class B Member shall be Declarant, or a representative thereof designated by it in a written notice to the Foundation, which shall have and cast in all Foundation matters a number of votes equal to three (3) votes for each vote which may be cast by the Class A Members plus one (1). The Class B Membership shall cease and terminate, thereby converting to a Class A Membership, at

such time as Declarant elects, but in no event later than the Turnover Date.

3.3 The Board of Directors

The Foundation shall be governed by the Board, which shall initially be comprised of three (3) members; thereafter, the number of Board members shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which directors are to be elected. The Board shall, except when a vote of the membership of the Foundation is required, have the authority to make all decisions and fulfill all duties and obligations with which it is charged as the Board deems appropriate, and the Foundation and Owners shall be bound thereby. The Golf Club Owner and the Sports Club Owner shall be given notice of all meetings of the Board and an opportunity to attend such meetings.

3.4 Neighborhoods

Each Home and/or Lot will be located within a Neighborhood as designated by Declarant, some of which will be operated by Neighborhood Associations. Regardless of whether a Home or Lot is operated by a Neighborhood Association, each Home and/or Lot shall be allotted one (1) vote to be exercised by any record Owner of that Home and/or Lot, or such individual as that Owner may designate in writing, except that no vote shall be allotted to any Home(s) and/or Lot(s) owned by the Foundation.

3.5 Binding Effect and Duration of the Foundation and Declaration

3.5.1 Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home and/or Lot, and any person claiming by, through, or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

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

transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for any Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home and/or Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home and/or Lot, the transferring Owner shall remain liable for all Assessments accruing on the Home and/or Lot from and after the date of conveyance.

3.5.3 Breach or Default by Owners.

The occurrence of any one of the following acts by an Owner shall be deemed a default of this Declaration ("Default"):

(a) Failing to perform the responsibilities imposed and set forth herein or to comply with the provisions of this Declaration; or

(b) Causing any damage to any Improvement or portion(s) of the Foundation Property or any property of any other Owner; or

(c) Impeding Declarant or the Foundation from exercising its rights or performing its responsibilities hereunder, including obligations under the Permits; or

(d) Undertaking unauthorized Improvements or modifications to a Home or the Foundation Property; or

(e) Impeding Declarant from proceeding with or completing the development of Parkland Golf & Country Club; or

(f) Failing to abide by or comply with any rules and regulations established or promulgated by Declarant, the Foundation, the Board, or the ARC as permitted by and in accordance with the provisions of this Declaration.

3.5.3.1 Non-Monetary Defaults. In the event of a Default by any Owner, other than the nonpayment of any Assessment or other monies that are or become due and owing under this Declaration, of any of the provisions of this Declaration, Declarant or the Foundation shall notify the Owner in writing of the Default. If such Default is not cured as soon as practicable, but in any event within seven (7) days after such written notice, Declarant or the Foundation may, at its option:

(a) commence an action to enforce the performance on the part of the Owner, or to enjoin the Default, or for such other equitable relief as may be necessary under the circumstance; and/or

(b) commence an action to recover damages; and/or

(c) take any and all action reasonably necessary to correct the Default, in which

event the Foundation shall be entitled to assess against the Owner, as an Individual Assessment, the costs thereof and expenses associated therewith.

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

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

3.5.3.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Foundation, and/or the ARC pursuant to any terms, provisions, covenants, or conditions of this Declaration or the Architectural Review Requirements shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies, and privileges shall neither be deemed to constitute an election of remedies nor shall it preclude any one or all of them from pursuing such additional remedies, rights, or privileges as may be granted or as may be afforded by law.

3.5.3.5 Enforcement By or Against Other Persons. In addition to the foregoing, the provisions of this Declaration and/or the Architectural Review Requirements may be enforced by Declarant and/or the Foundation by any procedure at law or in equity against any person violating or attempting to violate any provision herein to restrain such violation, to require compliance with the provisions contained herein, to recover damages, and/or to enforce any lien created herein.

3.5.3.6 Fines and Suspension of Privileges. Except to the extent prohibited by law, in the event of a Default of the provisions of this Declaration, the Rules and Regulations, or the Architectural Review Requirements or any other rules and regulations promulgated by the ARC, the Foundation shall, in addition to such other rights and remedies available to it, have the right to levy reasonable fines and/or suspend the privileges of the defaulting Owner or any person acting by, through, or under such Owner. Each fine shall be an Individual Assessment and enforceable in accordance with the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, or the Architectural Review Requirements or any other rules and regulations promulgated by the ARC shall be treated as a separate violation and subject to a separate fine. Fines shall be in such reasonable and uniform amounts as the Foundation shall determine. Suspensions and fines shall be imposed in the manner and subject to the provisions set forth in Section 720.305, Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures as it, from time to time, deems necessary.

3.5.3.7 Legal Fees. All costs and expenses incurred by Declarant or the Foundation in connection with a Default of this Declaration, the Rules and Regulations, or the Architectural

Review Requirements or any other rules and regulations promulgated by the ARC, or the exercise by Declarant or the Foundation of any rights and/or remedies available hereunder, including without limitation Legal Fees, shall be assessed against the Owner as an Individual Assessment and shall be immediately due and payable without further notice.

3.5.4 Affirmative Obligation of the Foundation. In the event the Foundation believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration; has failed to comply with any of Declarant's obligations under law; or that the Foundation Property is defective in any respect, the Foundation shall give written notice to Declarant detailing the alleged failure or defect.

The Foundation agrees that once such written notice has been delivered to Declarant pursuant to this Section, the Foundation shall be obligated to permit Declarant and its agents, at all reasonable times, to perform inspections of the Foundation Property and to perform all tests and make all repairs or replacements deemed necessary by Declarant to respond to such notice. The Foundation agrees that any inspection, test, and/or repair or replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, at Declarant's sole option and expense, any aspect of the Foundation Property deemed defective by Declarant during its inspections of the Foundation Property.

Foundation and Declarant acknowledge and agree the Foundation's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant. At this time, it is impossible to determine the actual damages Declarant might suffer. Accordingly, if the Foundation fails to comply with its obligations under this Section in any respect, the Foundation shall pay to Declarant liquidated damages in the amount of \$250,000.00, which the Foundation and Declarant agree is a fair and reasonable remedy.

3.5.5 Amendment and Modification of the Declaration.

The process of amending or modifying this Declaration shall be as follows:

3.5.5.1 Prior to Turnover Date. Prior to the Turnover Date, all amendments or modifications to this Declaration shall be made only by Declarant without the requirement of the consent or approval of the Foundation, the Owners, or Lenders; provided, however, that the Foundation shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. A Supplemental Declaration may be recorded in relation to the Committed Property adding restrictions not set forth in this Declaration. Declarant's right to amend under this provision is to be construed as broadly as possible.

In the event the Foundation shall desire to amend this Declaration prior to the Turnover Date, the Foundation must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Foundation pursuant to the requirements for amendments made subsequent to the Turnover Date. Thereafter, Declarant shall join in such-identical amendment so that its consent to the same will be reflected in the Public Records.

3.5.5.2 Subsequent to the Turnover Date. Subsequent to the Turnover Date, this Declaration may be amended upon the approval of Members entitled to cast their vote representing two-thirds (2/3) of the total votes of the membership of the Foundation and, provided that Declarant shall own a fee simple title to a Home and/or Lot in the Committed Property, the joinder of Declarant. Additionally, in the event the joinder of Declarant is not required, the Foundation shall send to Declarant, via certified mail, a true copy of any amendment to this Declaration adopted in accordance with the terms of this provision within five (5) days of its adoption.

3.5.5.3 General Restrictions on Amendments. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration shall adversely affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment altering the provisions of this Declaration adversely affecting the rights of Lenders shall be effective without the prior written approval of such Lender(s). No amendment altering the provisions of this Declaration which might have an adverse effect on the rights of Golf Club Owner or Sports Club Owner shall be effective without the prior written approval of Golf Club Owner or Sports Club Owner, as applicable. No amendment shall be effective unless and until it is recorded in the Public Records. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, any Builder, the Golf Club Owner, the Sports Club Owner, the Foundation, or any Lender under this Declaration or any other Parkland Golf & Country Club Document without the specific prior written approval of Declarant, such Builder, such Lender, the Golf Club Owner, the Sports Club Owner, or the Foundation affected thereby.

Notwithstanding anything contained herein to the contrary, any proposed amendment to this Declaration or any of the other Parkland Golf & Country Club Documents which would affect the Surface Water Management System (including any conservation areas and wetland mitigation areas or Phytozones must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the Permit(s). If a modification is necessary, the SFWMD will so advise the Foundation. The amendment affecting the Surface Water Management System may not be finalized until any necessary Permit modification is approved. Phytozones shall be located within the Golf Club Property and maintained by the Golf Club Owner, as provided in Section 8.14 herein.

3.5.5.4 Scrivener's Error. Notwithstanding anything contained herein, Declarant reserves the right to amend this Declaration and any exhibits hereto in order to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors, or Lenders. Such amendment need be executed and acknowledged only by Declarant and need not be approved by the Foundation, the Neighborhood Associations, if any, Owners, lienors, or Lenders, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

3.5.5.5 Fulfill Requirements of Governmental Agency. Declarant may, in its sole discretion and without the approval of any person or entity, amend this Declaration if necessary for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including but not limited to the Federal National Mortgage Association (FNMA), the Federal Home

Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever.

3.5.6 Reliance. Before accepting a deed to a Home and/or Lot, each Owner has an obligation to retain an attorney in order to confirm the validity of this Declaration. By acceptance of a deed to a Home and/or Lot, each Owner acknowledges that he or she has sought and received such an opinion or has made an affirmative decision not to seek such an opinion. Declarant is relying upon each Owner to confirm in advance of acquiring a Home and/or Lot that this Declaration is valid, fair, and enforceable. Because such reliance is detrimental to Declarant, an estoppel and waiver shall, by and upon acceptance of a deed to a Home and/or Lot, exist prohibiting each Owner from taking the position that any provision of this Declaration is invalid in any respect. As a further material inducement for Declarant to subject Parkland Golf & Country Club to this Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy, and forever discharge Declarant, its officers, directors, employees, agents, and its affiliates and assigns from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever, in law or in equity, which an Owner has or may have in the future, or which any personal representative, successor, heir, or assign of such Owner can, shall, or may now or hereafter have against Declarant, its officers, directors, employees, and/or agents, and/or its affiliates and assigns for, upon, or by reason of any matter, cause, or thing whatsoever with respect or in relation to this Declaration or the exhibits attached hereto. This release and waiver is intended, and shall be interpreted and construed to be as broad and inclusive as permitted by the laws of the State of Florida.

3.5.7 Dissolution

3.5.7.1 Generally. In the event of the dissolution of the Foundation without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Foundation and to manage the Foundation Property in the place and stead of the Foundation and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Foundation.

3.5.7.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Foundation, Parkland Golf & Country Club and each Home and/or Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation the provisions respecting Assessments specified herein. Each Owner shall continue to be personally obligated to the successors or assigns of the Foundation for Assessments, including without limitation Neighborhood Assessments, to the extent that Assessments are required to enable the successors or assigns of the Foundation to properly maintain, operate, and preserve the Foundation Property. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Parkland Golf & Country Club which had been Foundation Property and continue to be so used for the common use and enjoyment of the Owners or, in the case of Exclusive Neighborhood Common Areas, the use and enjoyment of those Owners within a particular Neighborhood or Neighborhoods.

ARTICLE IV

ASSESSMENTS

4.1 Affirmative Covenant to Pay.

In order to (i) fulfill the terms, provisions, covenants, and conditions set forth in this Declaration and other Parkland Golf & Country Club Documents; and (ii) maintain, operate, and preserve the Foundation Property for the use, safety, benefit, and welfare of the Members and their family members, guests, invitees, and lessees, there is hereby imposed upon each Lot and/or Home and Owner the affirmative covenant and obligation to pay to the Foundation all Assessments, including but not limited to Installment Assessments, Individual Assessments, Neighborhood Assessments, and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot or Home, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Foundation all Assessments for Foundation Expenses in accordance with the provisions of the Parkland Golf & Country Club Documents.

4.2 Types of Assessments

Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Home and/or Lot, whether or not so expressed in such deed or instrument of conveyance, including without limitation any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to the Foundation, at the time and in the manner required by the Board, any and all assessments or charges as may be fixed, established, and collected from time to time by the Foundation (collectively, "Assessments"). The Assessments levied by the Foundation shall be used generally for, among other things, the purpose of promoting the recreation, health, safety, and welfare of the residents of Parkland Golf & Country Club and in particular for the improvement and maintenance of the Foundation Property and any easement in favor of the Foundation. The term "Assessments" shall include various categories of Assessments as and when levied and deemed payable by the Board. The designation of various categories of Assessments shall be made by the Foundation and binding on the Owners, except that any designation made prior to the Completion Date shall be approved by Declarant. Designations of Assessments may be made on the budget prepared by the Foundation. The categories of Assessments shall include, but not be limited to, the following:

4.2.1 Installment Assessments. Installment Assessments shall refer to any annual Assessments payable on a monthly, quarterly, or other periodic basis as determined by the Foundation, including without limitation payment of Foundation Expenses and collection of amounts necessary to pay any deficits from prior years' operation. The Foundation may require any Owner or Owners to pay any Assessments as Installment Assessments based on prior payment history or other financial concerns, in the Foundation's sole discretion.

4.2.2 Special Assessments. Special Assessments shall include any Assessments that are specially or particularly assessed for capital Improvements, major repairs, emergencies, repair, or

replacement of the Surface Water Management System, or any other similarly nonrecurring expenses.

4.2.3 Use Fees. Use Fees shall include any specific fees, dues, or charges to be paid by an Owner for any special services provided to or for the benefit of an Owner, Home, or Lot, for any special or personal use of the Foundation Property, or to reimburse the Foundation for the expenses incurred in connection with that service or use.

4.2.4 Bulk Alarm Assessments. Bulk Alarm Assessments shall refer to any charges, including without limitation sales tax, imposed for alarm services provided to Homes as permitted under Section 6.4.9 hereof. Notwithstanding the foregoing, all equipment and items related to such Bulk Alarm Assessments shall be a maintenance expense of each Owner.

4.2.5 Bulk Cable Assessments. Bulk Cable Assessments shall include any charges, including without limitation sales tax and franchise fees, for cable services provided to Homes as permitted in Section 6.4.9 hereof.

4.2.6 Reserves. Assessments of any kind may be collected to create and establish a reasonable amount of reserve funds for any of the aforesaid purposes. Additionally, at such time as there are Improvements upon any Foundation Property which the Foundation has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of such Improvements comprising a portion of the Foundation Property. Assessments for the purpose of establishing the reserve funds described in this Section 4.2.6 ("Reserves") shall be due and payable in such manner and at such times as determined by the Foundation and may be payable in installments extending beyond the fiscal year in which the Reserves are disbursed. Until the Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

4.2.7 Individual Assessments. Individual Assessments shall mean and refer to those Assessments to which one or more, but less than all, Owners are subject. Individual Assessments shall be made for costs and expenses that are particular to and incurred by or on behalf of a particular Owner or group of Owners, but less than all Owners and not an entire Neighborhood or Neighborhoods, such as the costs and expenses of special services provided to or benefiting an Owner or such Owner's Home and/or Lot; or the costs relating to enforcement of the provisions of this Declaration against a particular Owner. A lien for an Individual Assessment may be established and foreclosed in the same manner as for any other Assessment as hereinafter set forth.

4.2.8 Neighborhood Assessments. Neighborhood Assessments shall include any Assessments levied by the Foundation against the Owners in a particular Neighborhood or Neighborhoods to fund the services provided or expenses incurred in relation to and for the benefit of only that particular Neighborhood or Neighborhoods or such Neighborhood(s)' Exclusive Neighborhood Common Areas to the exclusion of any or all other Neighborhoods.

4.3 Establishment of Assessments.

Assessments shall be established in accordance with the following procedures:

4.3.1 Installment Assessments shall be established by the adoption of a twelve (12) month payment schedule, or with fewer payments if the first budget is adopted mid-year or if the Board determines to change the fiscal year of the Foundation operating budget. The budget shall be in the form required by Section 720.303(6), Florida Statutes (the "Budget"). Written notice of the amount and date of commencement of such Installment Assessments shall be given to each Owner not less than thirty (30) days in advance of the due date of the first installment thereof.

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

4.3.3 The Foundation may, from time to time, by resolution, rule, or regulation, or by delegation to an officer or agent, including, without limitation, a professional management company, establish Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Foundation.

4.4 Budgets.

The initial Budget prepared by Declarant is hereby adopted as the Budget for the period of operation until adoption of the first annual Foundation Budget (the "Initial Budget") and is not a contractual statement or guaranty of actual expenses. Thereafter, annual Budgets shall be prepared and adopted by the Foundation. THE INITIAL BUDGET OF THE FOUNDATION IS PROJECTED AND BASED ON A GOOD FAITH ANALYSIS AND IS NOT BASED ON HISTORICAL OPERATING FIGURES; THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED. Budgets also do not take into account inflation; accordingly, no person or entity should or is entitled to rely on any Budget in electing to purchase a Home and/or Lot, and projections in the Initial Budget are merely an effort to provide some information regarding future operating costs.

4.5 Allocation of Foundation Expenses.

4.5.1 For the period until the adoption of the first annual Budget, the allocation of Foundation Expenses shall be as set forth in the Initial Budget.

4.5.2 Commencing on the first day of the period covered by any annual Budget and until the adoption of the next annual Budget, the Installment Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is either the total number of Lots and, in the case of a Condominium(s), Homes in Parkland Golf &

Country Club conveyed to Owners or any greater number as determined, and which may be changed, by Declarant in its sole and absolute discretion, from time to time. Under no circumstances will the denominator be less than the number of Lots and Homes owned by Owners other than Declarant. Initially the denominator shall be eight hundred and twenty (820) and shall remain as such until Declarant determines to increase same.

4.5.3 In the event Foundation Expenses as estimated in the Budget for a particular fiscal year are, after the actual Foundation Expenses for that period are known, less than the actual costs, then the difference shall, at the election of the Foundation: (i) be added to the calculation of Installment Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Foundation shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been assessed. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except as may otherwise be specifically provided herein). Surplus funds, if any, shall be applied to reduce Foundation Expenses.

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

4.6 General Assessments Allocation.

Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments, and Reserves shall be allocated equally to each Lot or Home, and each Owner shall be assessed for each Lot or Home, in the case of a Condominium, purchased. In the event an Owner either purchases more than one Lot or Home and subsequently consolidates such Lots or Homes into one (1) Lot or Home or purchases a previously consolidated Lot or Home, such Owner shall be assessed based on the original number of Lots or Homes that existed prior to consolidation.

4.7 Foundation Initial Expense Fund.

The Foundation has established a working fund for the operation of the Foundation (the "Foundation Initial Expense Fund"). There shall be collected from each Owner at the time of the initial conveyance of each Home or Lot by Declarant an amount equal to two (2) months' Assessment. Each Owner's share of the Foundation Initial Expense Fund shall be transferred to the Foundation promptly after the closing of the Home or Lot. The Foundation Initial Expense Fund shall be used to reduce the deficit that might otherwise be funded by Declarant or for any other purposes deemed appropriate by Declarant and/or the Foundation. Without limiting the foregoing, no portion of the Foundation Initial Expense Fund shall be used for the payment of Legal Fees. To the extent of any deficiencies in the Foundation Property, the Foundation shall use the Foundation Initial Expense Fund to remedy such deficiencies before making any claim against Declarant. Moreover, the total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable by Declarant to the Foundation. Amounts paid into the Foundation Initial Expense Fund are not to be

considered as advance payment of Assessments and may be used by the Foundation for any purpose whatsoever. Notwithstanding anything contained herein to the contrary, Declarant shall have the option to waive contributions to the Foundation Initial Expense Fund.

4.8 Commencement of First Assessment.

Assessments shall commence as to each Owner on the day of conveyance to the Owner of title to each Home and/or Lot acquired.

4.9 Shortfalls and Surpluses.

Each Owner acknowledges that, because Installment Assessments, Special Assessments, and Reserves are allocated based upon the formula provided herein or as otherwise determined by Declarant, it is possible that the Foundation may collect more or less than the amount budgeted for Foundation Expenses. Prior to the Completion Date, Declarant shall have the option but not the obligation to (i) fund all or any portion of any shortfall in Installment Assessments not raised by virtue of income receivable by the Foundation, or (ii) to pay Installment Assessments on Homes or Lots owned by Declarant. Declarant shall never be required to fund shortfalls in Installment Assessments or to pay Special Assessments or Reserves. Any surplus Assessments collected by the Foundation may be allocated towards the next year's Foundation Expenses or, in the Foundation's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Foundation be required to pay surplus Assessments to Owners.

4.10 Assessment Estoppel Certificates.

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

4.11 Payment of Home or Lot Real Estate Taxes.

Each Owner shall pay all taxes and obligations relating to his or her Home or Lot, including the "NSID Assessments" described in Article VIII, which, if not paid, could become a lien against the Home or Lot superior to the lien for Assessments created by this Declaration.

4.12 Creation of the Lien and Personal Obligation.

Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home or Lot, shall be deemed to have covenanted and agreed that the Assessments and/or other charges and fees set forth herein, together with Interest, late fees, costs, and Legal Fees, shall be a charge and continuing lien in favor of the Foundation encumbering the Home or Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home or Lot, name of the Owner, and the amounts due as of that date ("Claim of Lien"), but shall relate back to the date this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue subsequent to recordation thereof until satisfied. Each Assessment, together with Interest, late fees, costs, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home or Lot at the time the Assessment became due, as well as of such Owner's heirs, devisees, personal representatives, successors, or assigns.

4.13 Subordination of the Lien to Mortgages.

The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home or Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home or Lot, except in the event of a sale or transfer of a Home or Lot pursuant to a foreclosure or deed in lieu thereof of a bona fide first mortgage held by a Lender, in which event the acquirer of title, its successors, and assigns shall not be liable for such sums secured by the Claim of Lien for Assessments encumbering the Home or Lot or chargeable to the former Owner of the Home or Lot, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Foundation Expenses included within Installment Assessments. Any sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure or otherwise shall not relieve the Owner from liability for, nor the Home or Lot from, the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Foundation if the mortgage held by such Lender is in default. The Foundation shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event the Foundation makes such payment on behalf of an Owner, the Foundation shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate Interest.

4.14 Collection of Delinquent Assessments.

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Foundation, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to

the Foundation:

(a) to accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments; and/or

(b) to advance on behalf of the defaulting Owner(s) funds to accomplish the needs of the Foundation up to and including the full amount for which such Owner(s) is liable to the Foundation, and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Foundation from the Owner(s), and such advance by the Foundation shall not waive the Default; and/or

(c) to file an action to foreclose its Claim of Lien in the same manner as a foreclosure of a mortgage on real property; and/or

(d) to file an action at law to collect such Assessment, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure; and/or

(e) to charge Interest on such Assessment from the date it becomes due, together with a late charge of Twenty-Five Dollars (\$25) to defray additional collection costs; and/or

(f) to suspend the rights of the defaulting Owner(s) to the use of Foundation Property, subject to the notice and hearing requirements set forth in Section 720.305(2)(a), Florida Statutes; and/or

(g) if such Owner is delinquent in payment of Assessments for more than ninety (90) days, to suspend the right of the Owner(s) in default to vote on any matter on which such Owner would otherwise have the right to vote.

4.15 Collection by Declarant.

If for any reason the Foundation shall fail or be unable to levy or collect Assessments, then, in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Foundation, which loan shall bear Interest and be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available to the Foundation as set forth above, which remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums as a loan to the Foundation as provided in this Section, it shall be entitled to immediate reimbursement, on demand, from the Foundation for such sums together with Interest thereon and any costs of collection including, but not limited to, Legal Fees.

4.16 Exemption.

Notwithstanding anything contained herein to the contrary, neither Declarant nor any Home, Lot, or other property owned by Declarant shall (unless specified to the contrary by Declarant in a

separate written instrument) be subject to any Assessments of any nature or any portion of Foundation Expenses. Declarant, at Declarant's sole option, may pay Assessments on Homes or Lots owned by it. In addition, the Board shall have the right to exempt any portion of Parkland Golf & Country Club subject to this Declaration from the Assessments, provided that, and so long as, such part of Parkland Golf & Country Club exempted is used for any of the following purposes:

- (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) any real property interest held by a Telecommunications Provider;
- (c) Foundation Property;
- (d) NSID Property; and/or
- (e) any of Parkland Golf & Country Club exempted from ad valorem taxation by the laws of the State of Florida.

Additionally, the Golf Club Property, except as provided in Section 4.5.5 of this Declaration, and the Sports Club Property, as such properties are not subject to this Declaration except as specifically provided herein, are exempt from all Assessments for Foundation Expenses, notwithstanding that they may be subject to other charges by the Foundation as provided in this Declaration.

ARTICLE V

MAINTENANCE AND REPAIR OBLIGATIONS

5.1 The Foundation

5.1.1 Foundation Property. Except as otherwise specifically provided herein to the contrary, the Foundation shall at all times maintain, repair, replace, and insure the Foundation Property and all Improvements placed thereon. In the event of damage to the Foundation Property or any portion thereof, the Foundation shall be responsible for repair or reconstruction after such casualty. In that regard, the Foundation is irrevocably appointed agent for each Owner of any interest relating to the Foundation Property to adjust all claims arising under insurance policies purchased by the Foundation in accordance with Article VII hereof and to execute and deliver releases upon the payment of claims.

5.1.2 Paved Property. With the exception of the roadway known as Trails End, which shall be conveyed to the City, the Foundation shall maintain, replace, and/or repair bricks and pavers along roads, bridges, and/or at the gatehouse to the extent not maintained by NSID. In the event NSID does not maintain the roads within the NSID Property, and without limiting any other provision(s) of this Declaration, the Foundation shall be responsible for the maintenance of all roads, except Trails End,

and the drainage system, pathways, bicycle paths, and sidewalks forming a part of the Foundation Property. Notwithstanding that the City shall own and maintain Trails End, the Foundation shall be responsible to maintain the façade of the bridge on Trails End (as to cosmetic, non-structural maintenance) and all landscaping on the bridge embankment. The Foundation shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Foundation Property to be performed by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of Foundation Expenses. The Foundation shall determine annually the parameters of the inspection to be performed, if any. From and after the Turnover Date, the Foundation shall monitor the roads and sidewalks forming the Foundation Property on a monthly basis to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

5.1.3 Maintenance of Property Owned by Others. The Foundation shall, if designated by Declarant, maintain vegetation, landscaping, sprinkler systems, community identification or features, and/or other areas or elements which are within or outside of Parkland Golf & Country Club. Such areas may abut, or be proximate to, Parkland Golf & Country Club and may be owned by, or be dedicated to, others, including, but not limited to, a utility, or a governmental or quasi-governmental entity. These areas may include, without limitation, swale areas, landscape buffer areas, berm areas, or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, canals, community signage or other identification, and/or areas within canal rights-of-way or other abutting waterways. The Foundation shall maintain irrigation and landscaping within the public rights-of-way within NSID Property. Without limiting the foregoing, the Foundation shall specifically have the right and obligation to perform the maintenance and management required by the NSID with respect to certain NSID Property as provided in Article VIII hereof.

5.1.4 Canals. The Foundation shall maintain the canals within Parkland Golf & Country Club; however, neither the Foundation nor Declarant shall have an obligation to dredge and/or expand the canals, unless so required by the Permits.

5.1.5 Waterfall Features. The Foundation shall maintain all waterfall features located in Parkland Golf & Country Club, exclusive of the Golf Club Property, the Sports Club Property and the Condominium Parcels. All expenses for such maintenance and water supply shall be Foundation Expenses paid by all Owners through Installment Assessments. Potable water may be used in the waterfall features. Waterfall features shall be controlled by a timer which shall be controlled by the Foundation. In the event of drought, the use of the waterfall features may be limited or modified or may cease as determined by any applicable governmental agency. **DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE NOISE CAUSED BY SUCH WATERFALL FEATURES.**

5.1.6 Lake Maintenance Agreement. Notwithstanding that NSID is responsible for the maintenance of the lakes located upon or within Parkland Golf and County Club, pursuant to the rights afforded NSID in Section 8.6.1 hereof, NSID has entered or intends to enter into a Lake Maintenance Agreement with the Foundation and the Golf Club pursuant to which the costs and expenses incurred by NSID in connection with the maintenance of the lakes within or upon the Golf Club Property,

specifically the golf course, and the Foundation Property shall be prorated between the Foundation and the Golf Club.

5.1.7 Walls. The Foundation and Owners shall maintain the walls within Parkland Golf & Country Club as set forth below.

5.1.7.1 Property Abutting Bulkhead Wall. Declarant may construct or has constructed a bulkhead wall(s) within Parkland Golf & Country Club. Bulkhead walls abutting or located within the Golf Club Property, a Lot or a Condominium Parcel shall be maintained and repaired by the Golf Club Owner, the Owner or the applicable Neighborhood Association, as applicable. In the event the Golf Club Owner, Owner or Neighborhood Association, as applicable, fails to maintain any such bulkhead wall, the Foundation shall have the right, but not the obligation, to enter the subject Golf Club Property, Lot or Condominium Parcel and perform the necessary maintenance to the wall and to charge the Golf Club Owner, Owner of the Lot or Neighborhood Association, as applicable, for the costs thereof. Any such charge against an Owner or Neighborhood Association shall be an Individual Assessment or Neighborhood Assessment, respectively. The Foundation shall be responsible for the maintenance and repair of any such wall(s) within the Foundation Property.

5.1.7.2 Property Abutting Upland Retaining Wall. Declarant may construct or has constructed an upland retaining wall(s) within Parkland Golf & Country Club. The Owner of any Lot abutting an upland retaining wall shall maintain the portion of the upland retaining wall abutting such Owner's Lot. In the event an upland retaining wall abuts or is located within Foundation Property, the Golf Club Property or a Condominium Parcel, it shall be maintained by the Foundation, the Golf Club Owner or the applicable Neighborhood Association, as applicable. In the event an Owner or Neighborhood Association fails to maintain any such upland retaining wall, the Foundation shall have the right, but not the obligation, to enter such noncomplying Owner's Lot or the noncomplying Neighborhood Association's Condominium Parcel and perform the necessary maintenance to the wall and to charge the Owner or Neighborhood Association as applicable, for the costs thereof as an Individual Assessment or Neighborhood Assessment, as applicable.

5.1.7.3 Landscape Wall. Declarant will construct or has constructed one or more landscape walls within Parkland Golf & Country Club. The Foundation shall be responsible for the maintenance and repair of such wall(s) within the Foundation Property; however, the Owners of any Lots abutting any landscape wall(s) shall maintain the interior of the wall abutting such Owners' Lots, at such Owners' sole expense. In the event a landscape wall abuts or is located within Foundation Property, the Golf Club Property or a Condominium Parcel, it shall be maintained by the Foundation, the Golf Club Owner or the applicable Neighborhood Association, as applicable. The required maintenance may include pressure cleaning and painting. In the event an Owner fails to maintain the landscape wall, the Foundation shall have the right, but not the obligation, to enter such noncomplying Owner's Lot and perform the necessary maintenance to the wall and to charge the Owner for the costs thereof as an Individual Assessment.

5.1.8 Negligence. In the event that any maintenance, repair, or construction of any portion of the Foundation Property required to be made by the Foundation is necessitated by the negligent or

willful acts of an Owner, or any person(s) utilizing the Foundation Property through or under an Owner, the expenses of such maintenance, repair, or construction shall be borne solely by such Owner, and the Home or Lot owned by that Owner shall be subject to an Individual Assessment for that expense.

5.1.9 Right of Entry. Declarant and the Foundation are hereby granted a perpetual and irrevocable easement over, under, and across Parkland Golf & Country Club for the purposes set forth in this Section 5.1, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration and for the performance of any maintenance, alteration, or repair which it is entitled to perform, provided, however, neither Declarant nor the Foundation have any right of entry to the Golf Club Property or the Sports Club Property to perform inspections or otherwise with respect to any noncompliance with the Architectural Review Requirements or Rules and Regulations, as the Golf Club Property and the Sports Club Property are not subject to this Declaration except as specifically provided herein. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval or permit. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace, and/or remove Improvements; install landscaping; install utilities; install signage; and/or remove structures on any portion of Parkland Golf & Country Club if Declarant is required to do so in order comply with permit obligations or to obtain the release of any bond posted with any governmental agency.

5.1.10 Casualty to Foundation Property. The Foundation is irrevocably appointed agent for each Owner of any interest relating to the Foundation Property to adjust all claims arising under insurance policies purchased by the Foundation and to execute and deliver releases upon the payment of such claims. In the event of damage to the Foundation Property, or any portion thereof, the Foundation shall be responsible for reconstruction after the casualty. In the event of damage to a Home, or any portion thereof, in connection with a casualty causing damage to Foundation Property, the Owner shall be responsible for reconstruction of the Home. Any reconstruction of Improvements upon the Foundation Property hereunder shall be substantially in accordance with the plans and specifications of the original Improvement or as the Improvement was last constructed, subject to modification to conform with the then-current governmental regulation(s).

5.2 Owners.

5.2.1 Standard of Maintenance. All lawns, landscaping, and sprinkler systems and any property, structures, Improvements, fences, and appurtenances upon and to each Home and/or Lot shall be well-maintained and kept in first-class, good, safe, clean, neat, and attractive condition consistent with the general appearance of Parkland Golf & Country Club by the Owner of each such Home and/or Lot, unless the Foundation or a Neighborhood Association is responsible for such maintenance. Accordingly, unless the Foundation or a Neighborhood Association is responsible for such maintenance, each Owner is specifically responsible for maintaining all grass, landscaping, and Improvements within any portions of such Owner's Home and/or Lot that are fenced. In addition, if an Owner has installed a fence or wall around his or her Home and/or Lot, or any portion thereof, then such Owner must maintain any portion(s) of the Foundation Property that is, as a result of such fence.

or wall, no longer readily accessible to the Foundation.

5.2.2 Maintenance of Lots. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any Lot, and no refuse, trash, junk, or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. All lawns shall be neatly edged, and all landscaping material shall be maintained in good and living condition at all times. "Good and living condition" for the landscaping material shall mean the proper irrigation, fertilizing, grooming, and trimming thereof and the replacement of dead, diseased, and/or missing landscaping material with the material of the same species, height, width, and quality as the remaining landscaping material on the applicable Lot, unless a variation is approved in writing by the ARC. Failure by an Owner to comply with the maintenance requirements set forth in this Section 5.2 shall be cause for the Foundation to enter upon the Lot to maintain such landscaping and/or to remove said objectionable material and (i) such entry shall not be deemed a trespass, and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by the Foundation in relation to the exercise of its rights as set forth in this Section 5.2 shall be borne by the Owner as an Individual Assessment and shall be due and payable within fifteen (15) days after written request from the Foundation for payment.

Portions of native plantings located within the "Conservation Easement" (as hereinafter defined) or otherwise within conservation areas or wetland mitigation areas may encroach upon the Lots. Such native plantings may not be altered or destroyed; however, an Owner may remove exotic or nuisance vegetation listed by the Florida Exotic Pest Plant Council. It is the responsibility of the Lot Owner of any Lot on which such native plantings are located to maintain any sod included therein.

5.2.3 Lake Lots. In addition and subject to the rights and obligations of the Foundation and/or NSID to maintain the lakes upon or within Parkland Golf & Country Club for water retention, drainage, irrigation, and water management purposes as more particularly set forth in Article XIII, and notwithstanding anything contained herein to the contrary, each Owner whose Lot is adjacent to a lake shall maintain and care for all land between such Owner's Lot and the shoreline of the lake, as such shoreline may exist from time to time, taking care not to disturb any adjoining conservation areas or wetland mitigation areas or Phytozones, which such Owner shall not alter or maintain, except that such Owner shall maintain any Phytozone grass encroaching on such Owner's Lot. The portion of the lake for which the Owner shall be responsible under this Section shall be determined by extending the lot lines of the Owner's Lot to the shoreline of the lake. Unless the written consent of the ARC is obtained and all necessary governmental approvals including, but not limited to, approvals from SFWMD, are obtained thereafter: (a) no boat house, dock, building, landing, mooring pile, pier or ramp for boats shall be erected on or adjoining any Lake Lot; (b) no Lake Lot shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterways shall be dug or excavated into any Lake Lot; and (d) no slope abutting a Lake Lot shall be altered in any manner whatsoever so as to no longer conform with the grade of abutting properties.

5.2.4 Water Body Lots. In addition and subject to the rights and obligations of the Golf Club Owner to maintain the water bodies owned by the NSID and located within the Golf Club

Property and elsewhere within Parkland Golf & Country Club, if any, each Owner whose Lot is adjacent to a water body shall maintain and care for all land between such Owner's Lot and the shoreline or boundary of the water body, as such shoreline or boundary may exist from time to time, taking care not to disturb any adjoining conservation areas or wetland mitigation areas or Phytozones, which such Owner shall not alter or maintain, except that such Owner shall maintain any Phytozone grass encroaching on such Owner's Lot. The portion of the water body for which the Owner shall be responsible under this Section shall be determined by extending the lot lines of the Owner's Lot to the shoreline or boundary of the water body. Unless the written consent of the ARC is obtained and all necessary governmental approvals including, but not limited to, approvals from SFWMD, are obtained thereafter: (a) no boat house, dock, building, landing, mooring pile, pier or ramp for boats shall be erected on or adjoining any Water Body Lot; (b) no Water Body Lot shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterways shall be dug or excavated into any Water Body Lot; and (d) no slope abutting a Water Body Lot shall be altered in any manner whatsoever so as to no longer conform with the grade of abutting properties.

5.2.5 Driveway and Sidewalk Easement. Each Owner shall be responsible for repairing any damage to a driveway and/or sidewalk which comprises part of a Home or Lot, including, but not limited to, any damage caused by the Foundation or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Home or Lot, shall be deemed to have agreed to indemnify and hold harmless the Foundation and the holder of any such easement, including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees, and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Foundation Property, any easement, or the construction and/or maintenance of any driveway and/or sidewalk in that portion of the Foundation Property, easement area, or public right-of-way positioned between the boundary of such Owner's Home or Lot and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Foundation for any expense incurred in repairing any damage to such driveway and/or sidewalk in the event that such Owner fails to make the required repairs, together with Interest.

5.2.6 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: commence reconstruction and/or repair of the Home ("**Required Repair**"), or tear the Home down, remove all the debris, and resod and landscape the Lot upon which the Home was located as required by the ARC ("**Required Demolition**"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be performed in a continuous, diligent, and timely manner. The Foundation and/or the ARC shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Foundation, the Foundation shall have the right to bring an action against any Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or a demolition permit shall in no way be deemed to satisfy the requirements set forth herein, which are

independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

The standard for any Required Repair, Required Demolition, or other work performed pursuant to this Section shall be in accordance with the Architectural Review Requirements and any other standards established by the Foundation.

5.2.7 Right of Foundation to Reconstruct or Demolish. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as set forth herein, then the Foundation, by and through its Board and in its sole and absolute discretion, is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. Any Required Repair performed by the Foundation pursuant to this Section shall be in conformance with the original plans and specifications for the Home, subject to approved modifications. The Foundation shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to the Foundation that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in an amount sufficient to pay or reimburse the Foundation for the costs and expenses incurred in relation to any Required Repair or any Required Demolition performed by the Foundation. Notwithstanding the foregoing, nothing contained herein shall impose upon the Foundation any obligation to, or any liability for its failure to, exercise the rights set forth herein.

5.2.8 Home in Neighborhood Association. With respect to Sections 5.2.6 and 5.2.7 hereinabove, Required Repair and Required Demolition and the right of the Foundation to reconstruct or demolish as to any Home governed by a Neighborhood Association shall be in accordance with the casualty provisions in the governing documents of such Neighborhood Association, provided, however, Declarant shall have approved the provisions of such governing documents prior to their recordation in the Public Records and further provided such casualty provisions are as similar to the provisions of said Sections 5.2.6 and 5.2.7 as is reasonable. Any such Required Repair, Required Demolition or other work performed pursuant to a casualty shall in all cases, however, be in accordance with the Architectural Review Requirements.

ARTICLE VI

RULES AND REGULATIONS; RIGHTS, OBLIGATIONS AND RESTRICTIONS

6.1 Rules and Regulations.

The Foundation shall have the right to adopt Rules and Regulations governing the use of the Foundation Property, which need not be recorded in the Public Records. The Foundation Property shall be used in accordance with this Declaration and such Rules and Regulations promulgated in accordance herewith. The Rules and Regulations are intended to apply to completed Homes only and shall not be applied in a manner which would prohibit or restrict the development of Parkland Golf & Country Club or adversely affect the interests of Declarant. The Rules and Regulations shall not apply

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to the Golf Club Property and the Sports Club Property. Without limiting the foregoing, Declarant, and/or its assigns, shall have the right to: (i) develop and construct Homes, Foundation Property, and related Improvements within Parkland Golf & Country Club; to make any additions, alterations, Improvements, or changes thereto; and/or to rezone the property within Parkland Golf & Country Club; (ii) maintain within Parkland Golf & Country Club sales offices for the sale and re-sale of Homes, as well as residences and properties located outside of Parkland Golf & Country, and construction operations; (iii) place, erect, or construct portable, temporary, or accessory buildings or structures within Parkland Golf & Country Club for sales, construction storage, or other purposes; (iv) temporarily deposit, dump, or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of Parkland Golf & Country Club; (v) post, display, inscribe, or affix to the exterior of any portion of the Foundation Property or portions of Parkland Golf & Country Club owned by Declarant signs and other materials used in developing, constructing, selling, or promoting the sale of any portion of Parkland Golf & Country Club including, without limitation, Lots and Homes; (vi) excavate fill from any canals or waterways within and/or contiguous to Parkland Golf & Country Club by dredge or dragline, store fill within Parkland Golf & Country Club, and remove and/or sell any excess fill; (vii) grow or store plants and trees within, or contiguous to, Parkland Golf & Country Club and use and/or sell any excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and Improvements comprising Parkland Golf & Country Club, which may include, without limitation, all obligations set forth in the Permits and any other permit(s).

6.2 Use Restrictions.

6.2.1 Alterations and Additions. No material alteration, addition, or modification to a Home or other Improvement, or material change in the appearance thereof, shall be made without the prior written approval of the ARC as required by this Declaration.

6.2.2 Antennae and Electronic Devices. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Committed Property or upon any Improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those satellite dishes that are a meter in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 11.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The ARC is empowered to adopt guidelines governing the types of antennae, and restrictions relating to safety, location and maintenance of antennae. The Board may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations not visible from the street or neighboring properties, and integrated with the buildings and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land use and building regulations. The provisions of this section are intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. No ham radios or radio transmission equipment shall be operated

or permitted to be operated within the Committed Property without the prior written consent of the Board. If such device is permitted, adequate screening of same from offsite view shall be required, and the plans, location, and method of screening shall be submitted to the ARC for approval prior to installation. Placement of the aforesaid items within any screened enclosure on a Lot shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by the ARC, whose decision shall be final. Notwithstanding the foregoing, no Owner shall operate any equipment or device which will interfere with the radio or television reception of others. A flagpole approved by the ARC shall not be used as an antenna.

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

6.2.4 Boundaries of Maintenance. Each Owner of a Lot abutting a waterway shall maintain the property from their Lot boundary to the edge of the water. Every Neighborhood Association shall maintain the Condominium Parcel or other property it governs to the edge of any waterway it abuts. All Lot Owners shall maintain their yards and any adjoining property not within a Lot to the edge of any adjoining roadway asphalt or curb. Every Neighborhood Association shall maintain the Condominium Parcel or other property it governs and any adjoining property not within a Lot to the edge of any adjoining roadway asphalt or curb.

6.2.5 Building Restrictions. Each Lot and Home and Condominium Parcel in Parkland Golf & Country Club is subject to applicable building codes, including without limitation the setback requirements and a five (5) foot rear drainage easement.

6.2.6 Casualty Destruction to Improvements. A Home shall be deemed created and to have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence or, in the case of a Home within a Condominium, the recordation of the Condominium Declaration in the Public Records or amendment thereto subjecting such Home to the Condominium Declaration, provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home or the obligation of the Owner thereof to pay Assessments with respect to such Home.

6.2.7 Coach Lights. Coach lights and exterior landscape lighting, if any, must be approved by the ARC. Such lighting must be installed within the perimeter of a Lot or Condominium Parcel and shall be maintained and replaced as necessary by the Owner of such Lot or the Neighborhood Association for such Condominium Parcel, as applicable.

6.2.8 Commercial Activity. Except for normal construction activity, sale and re-sale of a Home, and the administrative offices of Declarant, no commercial or business activity shall be conducted in any Home within Parkland Golf & Country Club. Notwithstanding the foregoing and subject to applicable statutes and ordinances, an Owner may maintain a home business office within

a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Parkland Golf & Country Club. No solicitors of a commercial nature shall be allowed within Parkland Golf & Country Club without the prior written consent of the Foundation. No garage sales are permitted except upon approval of the Foundation; however, prior to the Completion Date, the Foundation shall not permit any garage sales without the prior written consent of Declarant. No day care center, group babysitting service, or day care facility may be operated out of or within a Home.

6.2.9 Completion and Sale of Homes. No person or entity shall interfere in any manner with the completion and/or sale of Homes and/or Lots within Parkland Golf & Country Club. Without limiting the foregoing, each Owner, by acceptance of a deed or other instrument of conveyance conveying a Home and/or Lot, agrees that the actions of Owners may impact the value of Homes; therefore, each Owner is benefited by the following restriction: Picketing and/or posting of negative signs is strictly prohibited in order to preserve the value of the Homes in Parkland Golf & Country Club and the residential atmosphere thereof.

6.2.10 Control of Contractors and Employees. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an officer of the Foundation shall direct, supervise, or in any manner attempt to assert any control over any contractor or employee of the Foundation.

6.2.11 Cooking. No cooking shall be permitted nor shall any foods or beverages be consumed on the Foundation Property except in areas designated for those purposes by the Foundation, if any.

6.2.12 Decorations. No decorative objects, including, but not limited to, bird baths, holiday lighting, light fixtures, sculptures, mailboxes, statues or weather vanes shall be installed or placed within or upon any portion of Parkland Golf & Country Club without the prior written approval of the ARC.

6.2.13 Disputes as to Use. If there is any dispute as to whether the use of any portion of Parkland Golf & Country Club complies with this Declaration, such dispute shall, prior to the Completion Date, be decided by Declarant, and thereafter by the Foundation. Declarant shall have the right to transfer this right to the Foundation prior to the Completion Date. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

6.2.14 Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities shall thereafter be the responsibility of the Owner of the Home or the Neighborhood Association governing a Condominium Parcel or other property or the Foundation as to Foundation Property which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other Improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility

of the Owner of each Lot or the Neighborhood Association governing the property, or the Foundation as to Foundation Property, containing all or a part of such drainage system and/or facilities, as applicable. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ARC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner who plants the tree shall be solely responsible for the removal of the roots which adversely affect the adjacent Lot. Likewise, if the roots of a tree located within the Foundation Property adversely affect an adjacent Lot, the Foundation shall be responsible for the removal of the roots, and the costs thereof shall be Foundation Expenses. Notwithstanding the foregoing, the Foundation and Declarant shall have no responsibility or liability for drainage problems of any type whatsoever.

6.2.15 Driveways. All driveways shall be designed and constructed only in accordance with this Declaration or the Architectural Review Requirements and must be maintained in a clean, neat, and attractive manner. No plain concrete or asphalt or gravel driveways shall be permitted. The use of brick, brick pavers, and/or similar materials is required. Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street pavement does not extend beyond a straight line projection of the side property line of the Lot or other property served by the driveway. In no event shall the driveway surface be less than five (5) feet from the side lot line.

6.2.16 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Foundation; (ii) removing all removable furniture, plants, and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home in the event the Home should suffer damage, require attention, or a hurricane warning should be issued providing a key to that firm or individual; and furnishing to the Foundation the name of the designee. Under no circumstances shall the Foundation have any responsibility of any nature relating to any unoccupied Home.

6.2.17 Garage Sales. No garage sale or similar activity shall be permitted to be held on any Lot or Condominium Parcel or anywhere on the Foundation Property.

6.2.18 Garbage Cans. Trash collection and disposal procedures established by the Foundation shall be observed by all Owners. No outside burning of trash or garbage is permitted. No garbage cans, supplies, or other similar articles shall be maintained on any property so as to be visible from outside the property.

6.2.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Home shall be of a type approved by the ARC. Accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time), except that any such approved hurricane shutters may be closed up to fifty (50) hours prior to the expected arrival of a hurricane, but must be opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may otherwise determine. Approval by the ARC of any hurricane shutters or other protective devices shall not be deemed an endorsement of their effectiveness.

6.2.20 Irrigation. Irrigation systems shall be maintained in such a manner so as to not stain Homes, structures, or paved areas, and the Foundation shall, from time to time, require that Owners and Neighborhood Associations adopt systems to prevent such stains (e.g., automatic deionization systems). Owners and Neighborhood Associations shall not be permitted to use waterways and/or canals to irrigate Foundation Property. Neither Declarant, Owners, the Foundation, the Neighborhood Associations nor NSID shall have the right to use pumps to remove water from canals and/or other water bodies for irrigation purposes. Owners and Neighborhood Associations may be required to use effluent greywater for irrigation purposes in the future if it is available, as Declarant or the Foundation shall determine in its sole discretion. Owners may have a well, provided Owner has a system to prevent staining the Home.

6.2.21 Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, laundry of any kind, or any other similar article shall be shaken, hung, or exposed so as to be visible from outside of the Home.

6.2.22 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any portion of Parkland Golf & Country Club, and all laws, zoning ordinances, and regulations of all governmental entities having jurisdiction over Parkland Golf & Country Club shall be observed by all Owners at all times. The party or parties responsible for complying with the requirements of the applicable governmental entities in relation to any portion of Parkland Golf & Country Club shall be the same as the party or parties responsible for the maintenance and repair of that portion of Parkland Golf & Country Club as set forth in Article V hereof.

6.2.23 Leases. Homes may be leased, licensed, or occupied only in their entirety and not with respect to only a fraction or portion thereof. No "bed and breakfast" facility may be operated out of a Home, no individual rooms of a Home may be leased on any basis, and no transient tenants may be accommodated in a Home. All leases or other occupancy agreements shall be in writing, and a copy thereof shall be provided to the Foundation promptly upon execution. No Home may be subject to more than one (1) lease in any twelve (12) month period, with a minimum lease term of six (6) months. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants of his or her Home copies of the Parkland Golf & Country Club Documents, and the Owner shall remain responsible and liable for the lessee's or occupant's actions and failure to comply with all requirements and obligations thereof.

6.2.24 Minors' Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Parkland Golf & Country Club.

6.2.25 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Parkland Golf & Country Club is permitted. No firearms shall be discharged within Parkland Golf & Country Club. Nothing shall be done or kept within the Foundation Property or a Home which will increase the rate of insurance to be paid by the Foundation.

6.2.26 Paint. Homes shall be repainted as often as needed but in any event within forty-five (45) days of notice by the ARC to the Owner of the Home or the Neighborhood Association governing such Home. Any change in the paint color on a Home shall require prior approval by the ARC.

6.2.27 Parking. Lot Owners' automobiles shall be parked in the garage or driveway. Each Home on a Lot will have its own garage. The Owner of any Home located within a Condominium Parcel or other property governed by a Neighborhood Association shall park in designated areas only. Every golf cart must be parked in a garage when not in use. No vehicle which cannot operate on its own power shall remain on Parkland Golf & Country Club for more than twelve (12) hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Parkland Golf & Country Club, except in the garage of a Home. No "commercial vehicle" (as such term is defined in the municipal or county code in effect on the date of recordation of this Declaration): (i) shall be permitted to be parked in Parkland Golf & Country Club for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Home or other Improvements in Parkland Golf & Country Club, or (ii) shall be permitted to be parked overnight or stored in Parkland Golf & Country Club unless fully enclosed within a garage. No recreational vehicle of any kind shall be parked overnight in Parkland Golf & Country Club, and no boats, boat trailers, trailers of any kind, campers, motor homes, mobile homes, or buses shall be permitted to be parked in Parkland Golf & Country Club unless kept fully enclosed within a garage. No vehicle shall be used as a domicile or residence, either temporary or permanent.

6.2.28 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within their Lots or Condominium Parcels, pursuant to the applicable Condominium Declaration, as applicable. No personal property may be stored on or any use made thereof upon any of the Foundation Property, except personal property owned by the Foundation or personal property owned by an Owner and used in the enjoyment of the Foundation Property. No personal property may be stored or any use thereof made on any Lot or Condominium Parcel or other property governed by a Neighborhood Association which is unsightly or which interferes with the comfort and convenience of others.

6.2.29 Pets and Animals.

6.2.29.1 Except as otherwise specifically stated herein, commonly accepted household pets such as dogs and cats may be kept in reasonable numbers as determined by the Foundation in its sole discretion, provided, however, a Neighborhood Association may impose more restrictive limitations.

6.2.29.2 Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, as well as pit bulls, Doberman Pinschers, and Rottweilers, are hereby specifically prohibited. A "pit bull," for purposes of this Section, is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics

which substantially conforms to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. Animals, fowl, and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Foundation in its sole discretion, provided, however, a Neighborhood Association may impose more restrictive limitations.

6.2.29.3 No animal breeding or sales as a business shall be permitted in Parkland Golf & Country Club.

6.2.29.4 A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of a Home or in the Foundation Property, or left unattended in a yard or on a balcony, porch, or patio. No exotic bird shall be allowed on a balcony, porch or patio at any time. No dog runs or enclosures shall be permitted on any Lot.

6.2.29.5 All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash or in the fenced portion of a yard. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

6.2.30 Pools and Spas . No above-ground pools or unenclosed above-ground spas shall be permitted. All pools and appurtenances installed shall require the approval of the ARC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no slides or diving platforms shall be permitted without ARC approval. The drainage of a pool into another Lot or into an abutting Condominium Parcel, Foundation Property, or into the waterways, canals, or any conservation area is prohibited.

6.2.31 Removal of Soil . Without the prior consent of the ARC, no Owner shall remove soil or change the level of the land within any portion of Parkland Golf & Country Club, or plant landscaping which results in any permanent change in the flow of drainage of surface water within Parkland Golf & Country Club.

6.2.32 Roofs . In order to maintain compatibility with the style of the Homes, roofs shall have a minimum pitch of 3:12 and shall be constructed of flat, Spanish "S", or barrel tile unless otherwise specifically approved by the ARC. If some other new, attractive material for roofing surfaces is discovered or invented, the ARC may, in its sole discretion, approve or disapprove the use of such new materials. Flat roofs shall generally not be permitted unless they enhance the design of the Home, are for small portions of the roof only, and/or will not be visible from outside of the Lot.

6.2.33 Roofs and Pressure Treatment . Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated as often as appropriate but in any event within thirty (30) days of notice by the ARC to the Lot Owner or Neighborhood Association, as applicable.

6.2.34 Signs, Flags and Other Structures. No sign (including contractor, brokerage, for lease, open house and directional signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in or upon any part of a Home that is visible from the outside; provided, however, signs required by governmental agencies and approved by the ARC may be displayed (e.g., permit boards). The ARC may establish reasonable restrictions regarding the display of the American flag. There shall be no more than one (1) flagpole per Home and the flagpole design and location must be first approved in writing by the ARC. Declarant shall have the right, for as long as Declarant maintains a sales office in Parkland Golf & Country Club, to install a flagpole which will not exceed a height of fifty (50') feet above ground level. The ARC shall establish specifications for standardized "For Sale" signs and no other "For Sale" signs shall be used within Parkland Golf & Country Club. No lawn ornament, fountain, solar equipment, artificial vegetation, or athletic equipment shall be placed in or upon any part of a Home or Lot that is visible from the outside without the prior written approval of the ARC as required by this Declaration.

6.2.35 Solar Panels and Energy Conservation Equipment. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Home; and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home to which such equipment is installed. This provision is not intended to prohibit the use of solar energy devices.

6.2.36 Sports Equipment. As to the Lots, Sports equipment may not be installed unless approved by the ARC, in its sole and absolute discretion and as follows. As to Condominium Parcels, the following shall apply to the extent applicable, provided, however, installation of sports equipment is subject to approval by the ARC.

6.2.36.1 Basketball-Backboard. No temporary or mobile basketball hoops shall be permitted. Permanent basketball hoops are permitted provided that they are located such that the base and rim are entirely within the Lot and not in the road or hardscape adjacent to the Lot, are screened and shielded from view outside of the Lot, and have received ARC approval. Such hoops may be used between the hours of 9:00 a.m. and dusk. Basketball hoops and backboards shall be permitted by the ARC only if such items are aesthetically compatible, if nuisances to adjoining Lots and properties are minimized, and if specifically approved by the ARC.

6.2.36.2 Play Sets and Equipment. Play sets, swing sets, jungle gyms, playhouses, sand boxes, trampolines or other play equipment may be installed with ARC approval provided they are screened, fully landscaped, blocked from view of neighboring Homes and adjacent property; are located in the backyard or rear portion of the Home; are less than eight feet (8') in height; and are specifically approved by the ARC as to location, screening, size, shape, color, materials, and

other factors deemed relevant by the ARC. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from the streets or adjacent Lots or other property, and no such items shall be allowed to remain on any Foundation Property or Lots so as to be visible from adjacent property when not in use.

6.2.36.3 Play Courts. Play courts, tennis courts, and/or game courts are permitted upon approval by the ARC, in its sole discretion. Any play court must also comply with the setback standards imposed by the ARC. No lighting of the play courts is allowed, and the play courts must be fully landscaped to block the view of such courts from the street and/or adjacent Lots or other property.

6.2.37 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or Improvement shall be permitted, and no other structure or Improvement shall be constructed, erected, altered, modified, or maintained without the prior approval of the ARC.

6.2.38 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Foundation. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Parkland Golf & Country Club.

6.2.39 Substances. No inflammable, combustible, or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on or in any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and or pool purposes (excluding barbeque grill tanks) must be installed underground.

6.2.40 Swimming. Swimming is strictly prohibited within the canals, lakes or other water bodies in Parkland Golf & Country Club.

6.2.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, and his or her immediate family, guests, tenants, and invitees.

6.2.42 Visibility on Corners. Notwithstanding anything contained herein to the contrary, no obstruction of visibility at street intersections shall be permitted, and such visibility clearances shall be maintained as required by the ARC and governmental agencies.

6.2.43 Walls and Fences.

6.2.43.1 Any walls and fences on Lots and Condominium Parcels must be approved by the ARC, in its sole and absolute discretion. No wall or fence shall be constructed on a Lot or Condominium Parcel with a height of more than six (6) feet above the existing ground level of adjoining property unless specifically approved by the ARC. No fence or wall shall be constructed in a manner that alters the original lot grade elevations impacting Lot drainage or drainage of adjoining

property.

6.2.43.2 No wall or fence shall be erected on any part of a Lot or Condominium Parcel facing a street unless specifically approved by the ARC and then only in accordance with applicable setbacks.

6.2.43.3 A wall, fence, or other enclosure shall be constructed of materials and in accordance with design and color that have been approved by the ARC. No chain link fencing shall be allowed. No wood fencing shall be allowed.

6.2.44 Wall Units. No window air conditioning unit may be installed in any window or exterior wall of a Home or any structure within a Condominium Parcel.

6.2.45 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets, or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments have been ordered but not yet delivered or are being cleaned, replaced, or repaired.

6.3 Property Rights of Owners.

6.3.1 Easement of Enjoyment. Every Owner and such Owner's family, guests, invitees, or, in the event an Owner has leased his or her Home, the Owner's tenant and such tenant's family, guests, and invitees shall have a non-exclusive right and easement of enjoyment in and to those portions of the Foundation Property intended for use by Owners, subject to the following provisions:

(a) easements, restrictions, reservations, conditions, limitations, and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

(b) the right of the Foundation to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time;

(c) the right of NSID, the Foundation, and/or any governmental agency to enter upon any portion of Parkland Golf & Country Club in order to comply with the Permits and/or as otherwise set forth in the Permits;

(d) the right of Declarant and/or the Foundation to dedicate or transfer all or any part of the Foundation Property in accordance with the terms of this Declaration;

(e) the perpetual right of Declarant to access and enter the Foundation Property at any time, even after the Completion Date, for the purposes generally set forth in the Parkland Golf & Country Club Documents and specifically set forth in Sections 3.5.4 and 5.1 hereof, and neither the Foundation nor any Owner(s) shall, at any time, prevent, prohibit, and/or interfere with any testing,

repair, or replacement deemed necessary by Declarant relative to any portion of the Foundation Property;

(f) the right of Declarant and/or the Foundation to modify the Foundation Property as set forth in this Declaration;

(g) the rights of Declarant and/or the Foundation regarding Parkland Golf & Country Club as reserved in this Declaration; and

(h) the Rules and Regulations adopted governing the use and enjoyment of the Foundation Property.

6.3.2 Ingress and Egress. An easement for ingress and egress is hereby created in favor of each Owner for pedestrian traffic over, through, and across all sidewalks, paths, walks, driveways, passageways, and lanes as same may from time to time exist upon, or be designed as part of, the Foundation Property and for vehicular traffic over, through, and across such portions of the Foundation Property as may from time to time be paved and intended for such purposes.

6.3.3 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Foundation Property to any occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations as may be promulgated from time to time. Such delegation of rights shall not, however, relieve any Owner from his or her responsibilities and obligations set forth herein.

6.3.4 Building Area. Lots adjacent to platted canals, lakes, or other water bodies within Parkland Golf & Country Club may actually contain less building area than reflected on the Plat due to the as-built location of seawalls, bulkheads, and related facilities, and no Owner shall have any claim(s), cause(s) of action, or basis for any demand(s) against Declarant and/or the Foundation as a result thereof or in relation thereto.

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

6.4 Rights of Declarant

6.4.1 Development of Parkland Golf & Country Club. Declarant expressly reserves the right to (i) commence construction and development of the Total Property and Parkland Golf & Country Club if and when Declarant desires; (ii) develop the Total Property and Parkland Golf & Country Club upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the Development Plan of the Total Property and Parkland Golf & Country Club in such manner as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Parkland Golf & Country Club according to the present Development Plan, if at all.

6.4.2 Additional Development. If Declarant withdraws portions of Parkland Golf & Country Club from the operation of this Declaration, and subject to governmental approvals, Declarant may, but is not required to, create other forms of residential property ownership or other improvements of any nature on the Uncommitted Property. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or for its construction of or failure to construct the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, the owners or tenants of such other forms of housing or improvements may, upon creation of such housing or improvements, share in the use of all or some of the Foundation Property and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant in its sole discretion.

6.4.3 Permits, Licenses and Easements. Until the Completion Date, Declarant, and thereafter the Foundation, reserves the exclusive right to grant, in its sole discretion, easements, permits, and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, upon, under, and across Parkland Golf & Country Club, which shall include without limitation Homes, so long as any said easements, permits and/or licenses do not materially and adversely interfere with the intended use of any Homes previously conveyed to Owners. All easements, permits and/or licenses necessary for such purposes are reserved in perpetuity in favor of Declarant. Without limiting the foregoing, Declarant may relocate, modify, amend or terminate any easement, permit and/or license affecting a Home, or grant new easements, permits and/or licenses over a Home or Lot or Condominium Parcel after conveyance to an Owner without the joinder or consent of such Owner, so long as the grant or relocation of such easement does not materially and adversely affect the Owner's use of the Home, or the Home to be constructed, as a residence. As an illustration and not a limitation, Declarant may grant an easement, permit and/or license for Telecommunications Systems, irrigation, drainage lines, or electrical lines over any portion of a Lot so long as such easement, permit and/or license is outside the footprint of the foundation of any residential Improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees paid on account thereof. The Foundation and Owners will, if requested by Declarant and without charge: (a) join in the creation or modification of such easements, permits, and/or licenses and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. The Foundation will not grant any easements, permits, and/or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit, and/or license prior to the Completion Date without the prior written consent of Declarant, which may be granted or denied in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Foundation an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

6.4.4 Development, Sales and Construction Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Golf Club Owner and Sports Club Owner over, upon, across, and under the Committed Property including, without limitation, Lots, Condominium Parcels, and Foundation Property, including Neighborhood Common Areas, as may be required in connection with the development of Parkland

Golf & Country Club and other lands designated by Declarant. This right shall include, without limitation, the right to: locate and maintain construction trailers, models and sales offices, and parking associated therewith; post and maintain signs; and maintain employees in the models and offices. The sales offices and signs and all items pertaining to development and sales shall remain the property of Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Parkland Golf & Country Club for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Declarant or Telecommunications Provider. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Lots, the Condominium Parcels and the Foundation Property, and Declarant may use portions of the Lots, the Condominium Parcels and the Foundation Property, for storage of construction materials. Declarant shall have no liability or obligations to repave, restore, or repair any portion of the Foundation Property as a result of the use of the same for construction traffic, and all maintenance and repair of such Foundation Property shall be deemed ordinary maintenance of the Foundation Property payable by all Owners as part of the Foundation Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Foundation on account of Declarant's and the Golf Club Owner's use of the Foundation Property for construction purposes. Declarant intends to use the Foundation Property for sales and re-sales of Homes. Further, Declarant may market other residences and commercial properties located outside of Parkland Golf & Country Club from Declarant's sales facilities located within Parkland Golf & Country Club. Prior to the Completion Date, Declarant has the right to use all portions of the Golf Club facilities and the Foundation Property, including Exclusive Neighborhood Common Areas, in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Golf Club and Sports Club facilities and the Foundation Property for every other type of promotional or sales activity that may be employed in the marketing of Homes. The easements created by this Section, and the rights reserved herein in favor of Declarant and the Golf Club Owner and the Sports Club Owner, shall be construed as broadly as possible and supplement the other rights of Declarant and the Golf Club Owner and the Sports Club Owner set forth herein. At no time shall Declarant or the Golf Club Owner or the Sports Club Owner incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

ALL OWNERS, OCCUPANTS AND USERS OF PARKLAND GOLF & COUNTRY CLUB ARE HEREBY PLACED ON NOTICE THAT DECLARANT, THE GOLF CLUB OWNER, THE SPORTS CLUB OWNER AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO PARKLAND GOLF & COUNTRY CLUB. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF PARKLAND GOLF & COUNTRY CLUB, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW HIS OR HER CHILDREN OR OTHER PERSONS UNDER HIS OR HER CONTROL OR DISCRETION TO ENTER UPON

(REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) THAT ANY PURCHASE OR USE OF ANY PORTION OF PARKLAND GOLF & COUNTRY CLUB HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

6.4.5 Declarant's Property. Any models, sales/leasing areas, sales/leasing office(s), parking areas, construction office(s), signs, and any other designated areas or personal property pertaining to the sale, lease, construction, maintenance, and/or repair efforts of Declarant or any Builder shall remain the property of Declarant or the Builder, respectively. Such use rights and the right to transact business on the Committed Property as set forth herein and any other rights reserved by Declarant in the Parkland Golf & Country Club Documents may be assigned, in writing, by Declarant in whole or in part.

6.4.6 Modification. The development and marketing of Parkland Golf & Country Club will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Architectural Review Requirements, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Parkland Golf & Country Club to, as an example and not a limitation, amend a Plat and/or the Development Plan; modify the boundary lines of the Foundation Property; grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, and/or rights-of-way; and/or to take such other action(s) which Declarant or its agents, affiliates, or assignees may deem necessary or appropriate. The Foundation and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

6.4.7 Promotional Events. Prior to the Completion Date, Declarant shall have the right, at any time, to hold marketing, special, and/or promotional events within Parkland Golf & Country Club and/or on the Foundation Property, without any charge for use of such property. Declarant, its agents, its affiliates, and/or its assignees shall have the right to market Parkland Golf & Country Club and Homes in advertisements and other media by making reference to any portion(s) of Parkland Golf & Country Club, including, but not limited to, pictures or drawings of Parkland Golf & Country Club, Foundation Property, Lots, and Homes constructed in Parkland Golf & Country Club. Declarant shall also have the right to market memberships in the Golf Club and the Sports Club within Parkland Golf & Country Club, including on the Foundation Property, without any charge for the use of such property. All logos, trademarks, and designs used in connection with Parkland Golf & Country Club are the property of Declarant, and the Foundation shall have no right to use same after the Completion Date except with the express written permission of Declarant.

6.4.8 Use by Prospective Purchasers. Declarant shall have the right to use, without charge, the Foundation Property for the purpose of entertaining prospective purchasers of Homes or other properties owned by Declarant outside of Parkland Golf & Country Club.

6.4.9 Community Systems. Until the Completion Date, Declarant, and thereafter the Foundation, shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm, and/or other services (collectively, "Bundled Services") for Homes in Parkland Golf & Country Club. Any and all costs and expenses incurred by Declarant or the Foundation under or pursuant to such Bundled Service Agreements will be assessed against all Home Owners. It is contemplated that there may be features and services that are or will be available in addition to and not as part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to Declarant or the Foundation under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which Declarant or the Foundation is being charged under or pursuant to the Bundled Services Agreement, except to the extent, if any, that any Owner elects to receive an Optional Service. Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant or the Foundation to enter into any Bundled Services Agreement.

In addition to the foregoing, Declarant reserves the rights and sets forth the following provisions with regard to the following specific Community Systems relating to Telecommunications Services and an Access Control Program:

6.4.9.1 Telecommunications Services.

6.4.9.1.1 Right to Contract for Telecommunications Services.

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

6.4.9.1.2 Easements. Declarant hereby reserves unto itself and its nominees, successors, assigns, affiliates, and licensees and grants to each Telecommunications Provider a perpetual right, privilege, easement, and right-of-way across, over, under, and upon Parkland Golf

& Country Club for the installation, construction, and maintenance of Telecommunications Systems together with a perpetual right, privilege, and easement of ingress and egress, access, over, and upon Parkland Golf & Country Club for installing, constructing, inspecting, maintaining, altering, moving, improving, and replacing facilities and equipment constituting such Telecommunications Systems. If and to the extent Telecommunications Services provided by such Telecommunications Systems are to serve all of Parkland Golf & Country Club, then the cost of the Telecommunication Services may be deemed Foundation Expenses and assessed by the Foundation as a part of the Assessments.

6.4.9.1.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Foundation Property and/or any Home and/or any Condominium Parcel to the same condition in which the Foundation Property or Home or Condominium Parcel existed prior to such installation, maintenance, repair, or removal. Failure by any Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from the Foundation of such failure shall vest in the Foundation the right (but not the obligation) to restore or cause to be restored such portion of the Foundation Property and/or Home and/or any Condominium Parcel disturbed by such work, at the sole cost and expense of such Telecommunications Provider, except for in emergency situations whereby the Foundation may restore or cause to be restored such disturbed portions of the Foundation Property and/or Home and/or any Condominium Parcel immediately and without notice to the Telecommunications Provider(s). In the event that the Foundation exercises the right of self-help set forth herein, each Telecommunications Provider agrees in advance that the Foundation shall have the sole right to select the contractors to perform such work and determine the extent of required restoration. This remedy of self-help is in addition to any and all other remedies available to the Foundation whether provided in this Declaration or otherwise. All reasonable expenses incurred by the Foundation in connection with such restoration shall be paid by the subject Telecommunications Provider within ten (10) days of delivery to such Telecommunications Provider of the Foundation's invoice therefor. Any expenses not so paid when due shall bear Interest from the due date.

6.4.9.2 Access Control Program.

6.4.9.2.1 Right to Install. Declarant, or its nominees, successors, assigns, affiliates, and licensees, or the Foundation shall have the right, but not the obligation, to install and/or contract for the installation of an Access Control Program for each Home within Parkland Golf & Country Club. Prior to the Completion Date, all contracts for Access Control Programs, if any, shall be subject to the prior written approval of Declarant. Any contracts or agreements respecting the Access Control Program may provide that Declarant shall receive compensation for approving such contracts or agreements. Declarant reserves the right, at any time and in its sole discretion, to discontinue or terminate any Access Control Program prior to the Completion Date. In addition, all Owners specifically acknowledge that Parkland Golf & Country Club may have a perimeter access control system, in the form of fences, walls, hedges, or the like on certain perimeter areas. THE FOUNDATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE DUE TO THE FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR THE INEFFECTIVENESS OF ANY ACCESS CONTROL MEASURES UNDERTAKEN.

6.4.9.2.2 Components. The Access Control Program, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. The Foundation and Declarant do not warrant or guaranty in any manner that any Access Control Program will include these items, but reserve the right to install or provide the foregoing items, and/or any other items they deem appropriate in their sole and absolute discretion. After the Completion Date, the Foundation may expand the Access Control Program by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Declarant and the Foundation reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates, and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Completion Date without the prior written consent of Declarant.

6.4.9.2.3 Part of Foundation Expenses. If furnished and installed within any Home, the cost of operating and monitoring any Access Control Program may be included in Foundation Expenses and may be payable as a portion of the Assessments. The purpose of the Access Control Program will be to control access to Parkland Golf & Country Club.

6.4.9.2.4 Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests, and invitees of any of them, as applicable, acknowledge that the Foundation and its Board and officers, Declarant, or any successor declarant, the ARC and its members and the nominees or assigns of any of them, do not represent or warrant that (a) any Access Control Program designated by or installed according to guidelines established will not be compromised or circumvented, (b) any Access Control Program will prevent loss by fire, smoke, burglary, theft, hold-up, bodily injury, or harm of any kind, and/or (c) the Access Control Program will in all cases provide the detection for which the system is designed or intended. In the event Declarant elects to provide an Access Control Program, Declarant shall not be liable to the Owners, the Foundation, or any other person or entity with respect to such Access Control Program, and the Owners and the Foundation shall not make any claim against Declarant for any loss that an Owner, the Foundation, or any other person or entity may incur by reason of break-ins, burglaries, acts of vandalism, personal injury, death or otherwise which are not detected or prevented by the Access Control Program. Each Owner and the Foundation are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of an Access Control Program shall in no manner constitute a warranty or representation as to the provision or level of security within Parkland Golf & Country Club. Neither Declarant nor the Foundation guarantees or warrants, expressly or by implication, the merchantability or fitness for use of any community Access Control Program or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Access Control Program is designed to monitor same. Each and every Owner and the occupants of each Home acknowledge that Declarant and the Foundation, their employees, agents, managers, directors, and officers are not insurers of Owners or Homes or the personal property located within Homes. Declarant and the Foundation will not be responsible or liable for losses, injuries, or deaths resulting from any events described herein.

6.4.10 Franchises. Declarant may grant franchises or concessions to commercial

concerns on all or part of the Foundation Property and shall be entitled to all income derived therefrom.

6.4.11 Management. Declarant may manage the Foundation Property by contract with the Foundation.

6.4.12 Representations. Other than the representations or contractual obligations, if any, set forth in a purchase and sale agreement respecting a Home, Declarant makes no representations concerning development within or outside the boundaries of Parkland Golf & Country Club, including but not limited to the number, design, boundaries, configuration, and arrangements or prices of any Lots, Homes, or buildings in any other proposed forms of ownership and/or other Improvements on, in, adjacent to, or near Parkland Golf & Country Club, including but not limited to the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services, and amenities offered.

6.4.13 Paramount Right of Declarant. Notwithstanding anything contained herein to the contrary, prior to the Completion Date Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) any portion or portions of Parkland Golf & Country Club for various public purposes; for the provision of Telecommunications Systems; to make any portions of Parkland Golf & Country Club part of the Foundation Property, and/or to create and implement a special taxing district which may include all or any portion of Parkland Golf & Country Club. In addition, the Foundation Property may include decorative Improvements, berms, fountains, lakes and water bodies, which Declarant may remove, modify, eliminate, or replace from time to time in its sole discretion. Declarant specifically reserves the right to change the layout, composition, and design of any or all of the Foundation Property. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Foundation Property.

6.4.14 Assignment of Powers. All or any part of the rights, exemptions, powers, and reservations of Declarant contained herein may be conveyed or assigned, in whole or part, to other persons or entities by a written instrument that has been duly executed, acknowledged, and recorded in the Public Records.

6.4.15 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Architectural Review Requirements. The prevailing party in any such enforcement action is entitled to recover all costs and Legal Fees relating thereto. Such right shall include the right of Declarant to perform the obligations of the Foundation and to recover all costs incurred in doing so.

6.4.16 Extent and Duration of Rights. The rights and privileges of Declarant set forth in this Section 6.4 are in addition to and in no way limit any other rights or privileges of Declarant under any other provision contained in this Declaration or any other Parkland Golf & Country Club Documents. Unless expressly stated otherwise, such rights and privileges shall continue as long as Declarant owns any portion of the Total Property and/or holds a mortgage encumbering any portion

of the Total Property.

ARTICLE VII

INSURANCE AND CONDEMNATION

7.1 Insurance to be Maintained by the Foundation.

The Foundation shall purchase and maintain the following insurance coverage subject to the following provisions, and the cost of the premiums therefor shall be a part of the Foundation Expenses:

7.1.1 Casualty Insurance. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation, and other items normally excluded from such coverage, of all Improvements and personal property owned by the Foundation and which are now or hereafter located upon the Foundation Property. Such property and casualty insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Foundation Property in developments that are similar to Parkland Golf & Country Club in construction, location, and use.

7.1.2 Public Liability Insurance. A comprehensive policy of public liability insurance naming the Foundation and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage sustained in connection with, or arising from, the operation, maintenance, and/or use of the Foundation Property and/or any Improvements located thereon and for any other risks typically insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and not less than Fifty Thousand Dollars (\$50,000.00) for property damage per occurrence and with no separate limits stated for the number of claims. The Foundation may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Foundation is a party, as it may deem necessary or desirable.

7.1.3 Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Foundation and the Board and any and all other persons who handle or are responsible for handling funds of the Foundation shall be maintained in the form of fidelity bonds, the requirements of which shall be reasonably determined by the Board.

7.1.4 Directors Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Foundation is created.

7.1.5 Other Insurance. The Board may obtain such other forms of insurance and in such coverage amounts as the Board shall determine to be required or beneficial for the protection and

preservation of the Foundation Property and any Improvements now or hereafter located thereon or in the best interests of the Foundation and/or its officers and directors.

7.1.6 Cancellation or Modification. All insurance policies purchased by the Foundation shall provide that they may not be cancelled for any reason (including without limitation for nonpayment of premiums) or substantially modified without at least ten (10) days' prior written notice to the Foundation and to each Lender named in the mortgagee clause, if any.

7.1.7 Flood Insurance. If determined appropriate by the Board, or if required by a Mortgagee, a master or blanket policy of flood insurance covering the Foundation Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Foundation. The amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the then-current replacement cost of all buildings, Improvements and other insurable property located in the flood hazard area.

7.2 Insurance to be Maintained by the Owners

As to Lots, each Owner shall be required to obtain and maintain adequate property insurance on his or her Home and/or Lot. Such insurance shall be sufficient for any necessary repair or reconstruction work and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape the Lot upon which the Home is or was located. Upon the request of the Foundation, each Owner shall be required to supply the Board with evidence of insurance coverage on his or her Home and/or Lot as proof of compliance with the provisions of this Section.

As to a Condominium Parcel, the Neighborhood Association shall be required to obtain and maintain adequate property insurance on the Condominium Parcel, including the Homes therein. Such insurance shall be sufficient for any necessary repair or reconstruction work and/or shall cover the costs to demolish a damaged Home(s) or other Improvements on the Condominium Parcel, remove the debris and resod and landscape the Condominium Parcel. Upon the request of the Foundation, each Neighborhood Association for a Condominium shall be required to supply the Board with evidence of insurance coverage on the Condominium Parcel as proof of compliance with the provisions of this Section.

Without limiting any other provision of this Declaration or the powers of the Foundation, in the event an Owner or Neighborhood Association fails or refuses to comply with the requirements set forth herein, the Foundation shall specifically have the right to bring an action to require an Owner or Neighborhood Association to comply with his or her or its obligations hereunder and/or to obtain such insurance on behalf of the Owner or Neighborhood Association and charge the costs and expenses thereof to the Owner as an Individual Assessment or to the Neighborhood Association as a Neighborhood Assessment, as applicable. In the event the Foundation elects to exercise the latter option, the Foundation shall have no obligation whatsoever to obtain quotes for such insurance from more than one insurance company or to otherwise seek or attempt to procure the insurance at a more favorable rate or to otherwise protect the interests of the Owner(s), and the Foundation shall have

absolutely no liability to any person or entity with regard to or as a result of exercising or failing or refusing to exercise the rights afforded it under this Section 7.2.

7.3 Condemnation.

In the event the Foundation receives any award or payment arising from the taking of any Foundation Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and Improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall be distributed *pro rata* to Owners and Lenders as their respective interests may appear.

7.4 Waiver of Subrogation.

As to each policy of insurance maintained by the Foundation which will not be voided or impaired thereby, the Foundation hereby waives and releases all claims against the Board, the Owners, Declarant, and the agents and employees of each of the foregoing with respect to any loss covered by such insurance, whether or not caused by the breach of any agreement or the negligence of such person(s), but only to the extent that such insurance proceeds are received in compensation for such loss.

7.5 Indemnification.

The Foundation and Owners each, jointly and severally, covenant and agree to indemnify, defend, and hold harmless Declarant, the Golf Club and the Sports Club, their officers, directors, shareholders, employees and any related persons or corporations and their successors and assigns, from and against any and all claims, suits, actions, causes of action, or damages arising from any personal injury, loss of life, or damage to property sustained on or about the Foundation Property, other property serving the Foundation, or Improvements thereon, including, without limitation, breaches or defaults under the Permits or resulting from or arising out of activities or operations of the Foundation or Owners; from and against all costs, expenses, and liabilities incurred in relation to or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, including without limitation Legal Fees; and from and against any orders, judgments, or decrees which may be entered relating to the foregoing. The costs and expense of fulfilling this covenant of indemnification shall be Foundation Expenses to the extent such matters are not covered by insurance maintained by the Foundation.

In addition, the Foundation shall, and does hereby, indemnify and save harmless the Sports Club Owner from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained in or about the Sports Club Property, by reason or as a result of the Foundation's operation, management or occupancy of the Sports Club as the manager, if appointed as such, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation

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thereof. The Foundation shall immediately give the Sports Club Owner notice in writing that the same are about to be incurred and the Sports Club Owner shall have the option to make the necessary investigation and employ, at the expense of the Foundation, counsel of the Sports Club Owner's own selection for the defense of any such claims and expenses, *etc.* The indemnifications provided in this Section 7.5 shall survive termination of the Sports Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be expenses of the Sports Club to the extent such matters are not covered by insurance maintained by the Foundation.

ARTICLE VIII

NORTH SPRINGS IMPROVEMENT DISTRICT

8.1 North Springs Improvement District.

NSID is an independent special district of the State of Florida and is or will be maintaining certain public infrastructure improvements for the benefit of those parcels of assessable real properties located within Parkland Golf & Country Club that are within the jurisdiction of NSID.

8.2 Bonds.

NSID has issued Special Assessment Bonds (the "Bonds") to finance a portion of the cost of the public infrastructure of Parkland Golf & Country Club. The Bonds are repayable from non ad valorem special assessments (the "NSID Assessments") imposed by NSID on property within Parkland Golf & Country Club, which property has been found to be specially benefitted by the public infrastructure. While the NSID Assessments are not taxes, under the laws of Florida the NSID Assessments shall constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and will be collected on the ad valorem tax bill sent each year by the Tax Collector of Broward County. The homestead exemption is not applicable to the NSID Assessments. Because a tax bill cannot be paid in part, failure to pay the NSID Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed.

8.3 Allocation of NSID Assessments.

The NSID Assessments have been allocated to each Lot and/or Home within Parkland Golf & Country Club in accordance with the Assessment Methodology adopted by NSID, a copy of which may be obtained from the District Manager at the following address:

District Manager
North Springs Improvement District
c/o Gary L. Moyer, P.A.
District Offices
10300 N.W. 11th Manor
Coral Springs, Florida 33071

Each Owner should obtain and read the full text of such Methodology Report to fully answer any questions concerning the amount, nature or payment terms of the NSID Assessments. Pursuant to the Assessment Methodology, the costs of the public infrastructure have been allocated among Lots and Homes within Parkland Golf & Country Club based upon average Lot size and uniformly as to Homes in Condominiums pursuant to the resolution establishing NSID.

NSID Assessments have been broken in two components, a "Permanent Portion" and a "Capital Reduction Portion." The Capital Reduction portion of the NSID Assessment is payable in one installment of principal and bears interest collected annually. The Permanent Portion of the NSID Assessment is payable in twenty (20) substantially equal annual installments of principal and interest and bears interest. The Capital Reduction Portion will be paid off at or prior to "Closing" (the date on which the first Owner of a Lot takes title thereto), and the lien in favor thereof will be discharged prior to the time that an Owner acquires title to a Lot. NSID WILL PROVIDE EVIDENCE OF THE DISCHARGE OF THE CAPITAL REDUCTION PORTION TO ANY OWNER SO REQUESTING, AND EACH OWNER SHOULD CONSULT HIS OR HER TITLE INSURANCE COMPANY OR REAL ESTATE ADVISOR TO ASSURE THAT SUCH CAPITAL REDUCTION PORTION IS DISCHARGED IF SUCH OWNER REQUIRES SUCH LIEN TO BE SO DISCHARGED PRIOR TO OR UPON CLOSING ON THE PURCHASE OF A LOT OR HOME.

8.4 Prepayment.

The NSID Assessments may be prepaid at any time in full, but not in part, by payment of the remaining balance of the principal amount thereof (the NSID Assessments amortize like a mortgage), plus interest thereon at the rate on the Bonds to the first interest payment date of the Bonds which is more than forty-five (45) days following the date of prepayment.

8.5 Other Assessments.

IN ADDITION TO THE PERMANENT PORTION OF THE NSID ASSESSMENT WHICH WILL REMAIN A LIEN ON EACH LOT OR HOME UNTIL PAID, NSID WILL IMPOSE AN ANNUAL OPERATION AND MAINTENANCE ASSESSMENT FOR DISTRICT INFRASTRUCTURE, WHICH, ACCORDING TO THE METHODOLOGY REPORT, IS ANTICIPATED TO INITIALLY BE \$325 PER YEAR PER LOT OR HOME. THE OPERATION AND MAINTENANCE ASSESSMENT WILL VARY DEPENDING UPON THE ANNUAL BUDGET OF NSID FOR EACH FISCAL YEAR AND NO ASSURANCE IS, OR CAN BE GIVEN, AS TO THE FUTURE LEVELS OF SUCH OPERATION AND MAINTENANCE ASSESSMENT.

8.6 NSID Property and Facilities.

The public infrastructure improvements that have or will be maintained by NSID are more specifically identified and described in the Plan of Improvements and Report of Engineer for Parkland Golf & Country Club, as may be amended from time to time, copies of which are maintained at NSID administrative offices. The documents are available for inspection and, upon payment of certain

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statutory photocopy charges, copying by any interested person or entity. A general description of the nature and extent of the public infrastructure improvements for Parkland Golf & Country Club is as follows:

8.6.1 Surface Water Management System. Parkland Golf & Country Club is subject to a DPEP and SFWMD-approved conceptual Surface Water Management System plan and the provisions of the related DPEP and SFWMD Permits (as they may be amended or modified from time to time). In order to implement aspects of the Surface Water Management System, certain parcels of real property within Parkland Golf & Country Club have been or will be dedicated or conveyed, in fee or by easement, to NSID for stormwater retention, drainage, streets, and/or roads. The Surface Water Management System facilities constructed by Declarant shall be owned by NSID or the Golf Club Owner and shall be maintained by NSID or the Golf Club Owner. The secondary components of the Surface Water Management System, if any, will be maintained by the Golf Club Owner as it may agree. The Surface Water Management System shall be maintained in compliance with the rules and regulations promulgated by the NSID. In the event the NSID or the Golf Club Owner fails to properly maintain the Surface Water Management System, then the Foundation shall be obligated to assume such maintenance obligations. The Surface Water Management System plans shall cover surface water drainage throughout Parkland Golf & Country Club, including but not limited to regular and storm drainage on dedicated streets and other rights-of-way, canal drainage, and such other requirements as may be imposed by the appropriate governmental authority. In the event that the Foundation maintains the Surface Water Management System facilities, then the Foundation: (a) shall apply for and obtain such permits and licenses as may be required by NSID or other governmental agencies; (b) shall, at the Foundation's expense, provide Declarant and NSID with any and all plans and specifications, surveys, descriptive maps, and other documentation required for the maintenance of surface water as contemplated by this Section and shall give and grant to Declarant, owners of land adjacent to Parkland Golf & Country Club, and NSID any and all easements and rights-of-way required to effect real property surface water management; and (c) after the original development by Declarant, shall cause all physical earth moving, landscaping, sloping, grading, and other work required to be done on Parkland Golf & Country Club in connection with the maintenance of the Surface Water Management System to be done at the cost and expense of the Foundation.

The Foundation or Declarant shall submit to NSID any proposed amendment to the Parkland Golf & Country Club Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Foundation Property. NSID shall then inform the Foundation or Declarant as to whether the amendment requires a modification of the Permits and, if necessary, shall so advise the Foundation or Declarant. Once the Foundation receives any necessary modification(s) and/or conditions to the Permits, both shall be attached as exhibits to an amendment to this Declaration, which amendment shall not require the approval of the Owners. The Foundation shall maintain copies of all water management Permits and correspondence respecting such Permits for the benefit of the Foundation.

The Surface Water Management System and those areas located within the Conservation Easement in which water is located will be maintained by the Golf Club Owner and/or the NSID as required by SFWMD and DPEP. SFWMD and DPEP have the right to take enforcement action,

including civil action for an injunction and penalties, against the Foundation to compel it to correct outstanding problems with the Surface Water Management System facilities or with respect to any wetland mitigation areas or conservation areas under the responsibility or control of the Foundation.

The environmental resource or surface water management Permit with respect to the Surface Water Management System shall be attached to the Rules and Regulations as an exhibit thereto. Further, the Registered Agent for the Foundation shall maintain copies of all further permitting actions on behalf of and for the benefit of the Foundation.

8.7 Maintenance of NSID Improvements.

NSID will operate and/or maintain the public infrastructure improvements and/or facilities located within Parkland Golf & Country Club for which NSID retains ownership, which will include the drainage system within Parkland Golf & Country Club. Unless the Foundation contracts with NSID for the Foundation to maintain all or part of such improvements, all individuals or entities owning or purchasing Lots or Homes within Parkland Golf & Country Club will pay for such maintenance expenses through their non-ad valorem assessments. In the event the Foundation contracts to maintain such NSID improvements, then such maintenance expenses will be paid by the Owners as part of Foundation Expenses or through their non-ad valorem assessments. Declarant, the Foundation, Owners, and their assigns, invitees, and guests shall each have an exclusive, unrestrictive, perpetual easement over the roads for ingress and egress. The Seacoast Utility Authority shall also have an access easement over the NSID Property for the maintenance of the lift station, water and sewer mains, and appurtenances thereto.

8.8 Usage of NSID Property or Facility Interests.

Except as provided in the Permits, Plats, and/or this Declaration, no connections to, licenses for usage of, or easement upon, over, under, or across any facility, lake, water body, drainage system, or tract of land dedicated to, owned by, or subject to an easement in favor of NSID shall be granted by NSID unless and until the party desiring such uses or rights has applied for and obtained a permit from NSID.

8.9 NSID Land Not Subject to Assessments or Enforcement.

Notwithstanding anything contained in this Declaration to the contrary, NSID and all of NSID's interest in real property or facilities within Parkland Golf & Country Club shall be exempt from all Assessments, Special Assessments, Reserves, Individual Assessments, and fines that may or could be levied by the Foundation. The Foundation is prohibited from filing or attempting to execute upon any Claim of Lien as to a property interest owned by NSID within Parkland Golf & Country Club, and the recording of such in the Public Records shall be deemed null and void *ab initio*.

8.10 NSID Water Bodies.

No swimming shall be permitted in or on any of the retention areas, canals, lakes or other water

bodies which are dedicated or deeded to NSID or over which NSID has an easement, unless a permit has first been obtained from NSID. No removal of water; discharge of any materials; removal or interference with aquatic vegetation; or alteration of banks or shoreline of any canal, lake or retention area dedicated or deeded to NSID or to which NSID has an easement is allowed, unless a permit authorizing the same has first been obtained from NSID. Further, all Owners are hereby notified that canal water, lake water and other water body levels within Parkland Golf & Country Club are subject to fluctuation based on, among other things, the amount of rainfall occurring over time and water withdrawals.

8.11 NSID Approval Rights to Amendments.

No amendment to this Declaration which would affect NSID's obligations, property interests, facilities, or improvements located within Parkland Golf & Country Club shall occur unless agreed to in writing by NSID.

8.12 NSID Phone Number and Address.

As of the date of this Declaration, the telephone number and address for NSID is: District Manager, North Springs Improvement District, c/o Gary L. Moyer, P.A., District Offices, 10300 N.W. 11th Manor, Coral Springs, Florida 33071, (561) 624-7830.

8.13 NSID Reserves.

It is anticipated at this time that there will be two (2) reserve funds for the NSID: (i) a general maintenance reserve for the NSID Property; and (ii) an exfiltration system reserve fund.

8.14 Wetland Mitigation Monitoring.

The Foundation and Golf Club understand that the mitigation monitoring will be required as a condition of the DPEP Permit and that upon completion of the construction phase Declarant shall transfer its rights and obligations under the DPEP Permit to the Golf Club. The Golf Club fully understands that it is the Golf Club's responsibility to complete all the conditions associated with mitigation monitoring and maintenance successfully and agrees to such obligation by its joinder in this Declaration. The Golf Club shall deliver required monitoring reports to the Foundation, which the Foundation has the obligation to familiarize itself with and maintain as Foundation records. In the event the Golf Club fails to perform its mitigation monitoring and maintenance responsibilities, then the Foundation shall perform such obligations. Maintenance of the Wetland Mitigation Areas (nuisance removal) shall be performed in perpetuity.

ARTICLE IX

EASEMENTS

9.1 Easement for Encroachments.

Declarant hereby grants an easement for encroachment in the event any Improvement upon the Foundation Property, including the Exclusive Neighborhood Common Areas, now or hereafter encroaches upon a Lot or Condominium Parcel, or in the event that any Home now or hereafter encroaches upon the Foundation Property or upon another Home, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching Improvements; provided, however, that at no time shall there be any encroachment onto the Surface Water Management System, conservation areas or the wetland mitigation areas or Phytozones without the written consent of the South Florida Water Management District, NSID, the City or any other governmental agency, as applicable. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or the Foundation.

9.2 Easement for Unintentional and Non-Negligent Encroachments.

In the event any portion of any Lot or Home or Condominium Parcel encroaches upon another Lot or Home or Condominium Parcel or the Foundation Property as a result of the construction, reconstruction, repairs, shifting, settlement or moving of any portion thereof (or Improvements thereon), a valid easement for the encroachment exists. The Owner of each Lot and the Neighborhood Association for each Condominium Parcel shall have an easement of access over and upon adjoining Lots or a Condominium Parcel and the Foundation Property for the purpose of allowing such Owner or Neighborhood Association to maintain and repair the Home or any portion of the Condominium Parcel (including, without limitation, the roof overhang and the exterior walls) as long as the encroachment exists. The encroaching Improvements shall remain undisturbed as long as the encroachment exists. Notwithstanding the preceding provision, no easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of any Owner or Neighborhood Association.

9.3 Public Easements.

Fire, police, school transportation, health, sanitation, and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Foundation Property. In addition, any Telecommunications Provider(s) shall have the right to use all paved roadways for ingress and egress to and from any Telecommunications System(s) within Parkland Golf & Country Club.

9.4 Support Easement and Maintenance Easement.

An easement is hereby created for the existence, maintenance, and replacement of and access to supporting structures in favor of the entity or entities responsible for such supporting structures.

An easement is hereby created for maintenance purposes over and across Parkland Golf & Country Club (including, without limitation, Lots, Condominium Parcels and Homes) for the reasonable and necessary maintenance of Foundation Property, utilities, cables, wires, and other similar facilities.

9.5 General Drainage Easement.

A non-exclusive easement over, across, and upon Parkland Golf & Country Club for drainage and water management purposes shall exist in favor of Declarant, NSID, the Foundation, DPEP, the Golf Club Owner, the Sports Club Owner and their designees, and any other applicable water management district, state agency, and/or federal agency having jurisdiction over Parkland Golf & Country Club and an easement for ingress, egress, and access shall exist for such parties to enter upon and over any portion of Parkland Golf & Country Club (including, without limitation, Lots and Condominium Parcels) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, wetland mitigation areas, Phytozones, and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Parkland Golf & Country Club and/or installation or maintenance of utilities, which may obstruct or retard the flow of water through Parkland Golf & Country Club and/or water management areas and facilities, or which may otherwise interfere with any drainage, irrigation, and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

9.6 Drainage Easement for Owners' and Foundation Property.

A non-exclusive easement shall exist over each Lot and Condominium Parcel and the Foundation Property in favor of each other Lot and Condominium Parcel and the Foundation Property in order to permit drainage and runoff from one Lot to another or to a Condominium Parcel or the Foundation Property, or from one Condominium Parcel to another or to a Lot or the Foundation Property, or from the Foundation Property to a Lot or a Condominium Parcel.

9.7 Easement For Community Systems.

Notwithstanding anything contained herein to the contrary and to the extent not provided elsewhere in this Declaration, Declarant, its affiliates, and their designees shall have a perpetual exclusive easement over, across, upon, and under the Foundation Property and the Lots and Condominium Parcels for the installation, operation, maintenance, repair, replacement, alteration, and expansion of any Community Systems.

9.8 Easement for Waterways.

It is the responsibility of each Owner whose Lot borders on any waterway and the Neighborhood Association for any Condominium Parcel which borders on any waterway to maintain the portion of the lot line of the Lot or the lot line of the Condominium Parcel, as applicable, bordering any such waterway as erosion is possible due to drainage or roof drainage outfalls and runoff which can effect the integrity of the waterways. Each Owner and Neighborhood Association hereby grants to the Foundation an easement of ingress and egress across his or her Lot or its Condominium Parcel, as applicable, to all adjacent waterways for the purpose of insuring compliance with the requirements of this Section.

9.9 Conservation Easement.

9.9.1 Use Restrictions. Lots and Condominium Parcels may abut or partially contain certain wetland preservation or mitigation areas and upland buffers which are or will be protected by a conservation easement(s) which has been or will be recorded in the Public Records of the County prior to the first conveyance of a Lot and/or Home within the Committed Property ("Conservation Easement"). The Foundation acknowledges and shall enforce the use restrictions placed on the Conservation Easement. The conservation areas shall be the perpetual responsibility of the Foundation and may in no way be altered from their natural or permitted state. These use restrictions are defined on the Permits, the recorded Conservation Easement, and the Plat associated with Parkland Golf & Country Club. Attached hereto as Exhibit J and made a part hereof, as it may be amended from time to time, is a Monitoring and Maintenance Plan promulgated by SFWMD for the conservation areas. Activities prohibited within the conservation areas include, but are not limited to, the following:

- (a) Construction or placing of buildings, roads, signs (except those required by the DPEP Permit), billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs or other vegetation; with the exception of nuisance and exotic plant species as may be required by DPEP and with the exception of mangrove trimming activities that are specifically exempt pursuant to the Florida Statutes governing mangrove trimming;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface, except that all flushing culverts shall be regularly maintained to remove sediment, debris or other materials that would interfere with the intended flow rate and volume;

(e) Surface use except for purposes that permit the land or water area to remain predominately in the condition intended by the DPEP Permit. Any boardwalk or gazebo is for observation of the conservation areas. Access to the conservation areas by foot or vehicle is prohibited. Pets are prohibited from being within the conservation areas;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation or conservation, including nighttime lighting on a gazebo, if any. Lights on a boardwalk, if any, shall be adequately shielded, and of a type and wattage to result in minimal interference with nocturnal activities of wildlife;

(g) Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

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

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS FOUNDATION PROPERTY. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE FOUNDATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

9.10 Easements for Foundation

The Foundation, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Foundation and any employees of such manager, is granted an easement over the Lot of each Owner and each Condominium Parcel for the purpose of enforcing the provisions of this Declaration and may go upon the Lot of an Owner and each Condominium Parcel to remove or repair any existing cause of a violation of these provisions. In the event that the Foundation, after notice to an Owner, or to the Neighborhood Association in the case of a Condominium Parcel, and failure to cure by such Owner or Neighborhood Association, does in fact exercise its right to cure said defect, then all costs incident to said action by the Foundation shall become the personal obligation of the Owner and be imposed as a lien against the Lot or all of the Homes within the Condominium Parcel in same fashion as if said sums represented monies due for unpaid Assessments.

9.11 Easement for Construction Access

The Owner of each Lot and the Neighborhood Association for each Condominium Parcel shall

have an easement of access over and upon adjoining Lots or Condominium Parcels and the Foundation Property for the purpose of allowing such Owner or Neighborhood Association to (i) maintain, repair, or replace roofs, walls, and fences, (ii) paint the exterior of the Owner's Home's fence and wall or any Improvement in a Condominium Parcel; (iii) construct, maintain, repair or paint a Home or any Improvement in a Condominium Parcel in the event of loss or destruction; and (iv) maintain, repair and replace air-conditioning compressors, air-conditioning equipment, meters and other equipment servicing such Owner's Lot or a Condominium Parcel which may be located on such adjoining Lots and/or Condominium Parcel and/or the Foundation Property drainage easement. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Neighborhood Association directly affected thereby. The Owner or Neighborhood Association using this easement shall be solely responsible for all maintenance and repair obligations and shall indemnify and hold Declarant harmless from any and against all debts, liens, claims, causes of action, administrative order and notices, personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, (including reasonable attorney's fees), etc., which may be incurred by Declarant arising out of the aforementioned repair, replacement, maintenance and/or construction obligations.

9.12 Easement for Repair or Maintenance of a Home.

Declarant, its directors, officers, agents and employees is granted an easement over the Foundation Property, including the Exclusive Neighborhood Common Areas, the Lot of each Owner and each Condominium Parcel for the purpose of maintenance or repair of the Homes and other Improvements in Parkland Golf & Country Club. Notwithstanding the foregoing sentence, Declarant shall at all times have the right, but not the obligation, to maintain or repair Homes and other Improvements in Parkland Golf & Country Club.

9.13 Duration.

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

ARTICLE X

**AUDUBON INTERNATIONAL SUSTAINABLE
DEVELOPMENT PROGRAM**

10.1 Audubon International Goals.

The environmental stewardship goals of the Audubon International Sustainable Development Program include maintenance and enhancement of (i) water resources, (ii) habitat value and quantity, and (iii) biodiversity.

10.2 Certification Program.

Audubon International is a not-for-profit environmental organization dedicated to improving the quality of the environment through research, education and conservation programs. Declarant may, but shall not be obligated to, develop all or portions of Parkland Golf & Country Club under the Audubon International Sustainable Development Program. The program requires adherence to the management principles and practices outlined by Audubon International in the Natural Resource Management Plan on file with Declarant and the Foundation. The Natural Resource Management Plan is a comprehensive management plan developed by Audubon International that establishes criteria and guidelines that address wildlife conservation and habitat enhancement, water quality management, water conservation, waste reduction and management, energy efficiency, and environmental information and outreach in the community. If Declarant develops portions of Parkland Golf & Country Club in accordance with the Audubon International Sustainable Development Program, then to retain certification as a sustainable development in the program, the Foundation must, among other things, comply with the Natural Resource Management Plan, file annual reports and monitoring data, maintain documentation regarding environmental conditions, host an annual audit, pay an annual re-certification fee to Audubon International, comply with the Natural Resource Management Plan's maintenance standards, and retain the services of a Natural Resource Manager whose duties will be to facilitate the Audubon International Sustainable Development Program. The costs of the foregoing, including the services of the Natural Resource Manager, shall be assessed against Owners as part of the Assessments described in Article IV of this Declaration.

10.3 Audubon International Community Education and Information Plan.

An integral part of the Audubon International Sustainable Development Program is the Community Education and Information Plan that shall include conducting (i) environmental workshops and training seminars, and (ii) community outreach programs, such as on-site field trips and informational seminars to develop greater awareness of environmental stewardship. The Board, in its sole discretion, shall designate portions of the Foundation Property as areas to facilitate the needs of the Audubon International Sustainable Development Program. A nature center and garden shall be located in Parkland Golf & Country Club and operated, owned and maintained by the Foundation. The nature center shall be open to the public.

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

11.1 Architectural Review Committee.

The ARC shall be a permanent committee of the Foundation and shall administer and perform the architectural and landscape review and control functions relating to Parkland Golf & Country Club.

The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. One of the members of the ARC may be a paid consultant, *e.g.* an architect, at Declarant's option. Until the Completion Date, Declarant shall have the right to change the number of members of the ARC and to appoint, remove, and/or replace any or all of the members of the ARC. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event that any of the members appointed by Declarant shall fail, refuse, or be unable to act, Declarant shall have the right to replace any such member(s) within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Completion Date, the Board shall have the same rights as Declarant with respect hereto.

11.2 Membership.

There is no requirement that any member of the ARC be an Owner or a Member of the Foundation.

11.3 General Plan.

It is the intent of this Declaration to create a general plan and scheme of development of Parkland Golf & Country Club. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and Improvements within Parkland Golf & Country Club to be made by Neighborhood Associations and Owners other than Declarant. The ARC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed Improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which consent may be granted or denied in its sole discretion.

11.4 Architectural Review Requirements.

Each Owner and Neighborhood Association and his or her or its contractors and employees shall observe and comply with the Architectural Review Requirements which have been or may hereafter be promulgated by the ARC and approved by the Board from time to time. The Architectural Review Requirements shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein. The Architectural Review Requirements shall not require any Owner or Neighborhood Association to alter any Improvements previously constructed. Until the Completion Date, Declarant shall have the right to approve the Architectural Review Requirements, which approval may be granted in its sole discretion.

11.5 Quorum.

A majority of the ARC shall constitute a quorum to transact business at any meeting. The

action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

11.6 Power and Duties of the ARC.

No Improvements shall be constructed on a Lot or Condominium Parcel; no exterior of a Home or Improvement on a Condominium Parcel shall be repainted; no landscaping, sign, or Improvements shall be erected, removed, planted, or maintained on a Lot or Condominium Parcel; nor shall any material addition to or any change, replacement, or alteration of the Improvements as originally constructed by Declarant (visible from the exterior of the Home or Condominium Parcel) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. The ARC shall also have the right to retain and pay outside consultants in relation to the exercise of any of the ARC's powers or duties hereunder.

11.7 Procedure.

In order to obtain the approval of the ARC, each Owner and Neighborhood Association shall observe the following:

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

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

11.7.3 No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed Improvements, the materials of which the Improvements are to be constructed, the site upon

which the Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said thirty (30)-day period, the plans and specifications shall be deemed disapproved by the ARC.

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

11.7.5 Upon final disapproval, the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval (even if the members of the Board and ARC are the same). Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC or, if appealed, the Board shall be final and binding upon the applicant, his, her or its heirs, legal representatives, successors, and assigns.

11.7.6 Construction of all Improvements shall be completed within the time period set forth in the application and approved by the ARC.

11.8 Alterations.

Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then-existing Improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

11.9 Variances.

The Foundation or ARC shall have the power to grant variances from any requirements set forth in this Declaration or in the Architectural Review Requirements, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

11.10 Permits.

The Owner or Neighborhood Association, as applicable, is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

11.11 Construction by Owners and Neighborhood Associations.

The following provisions govern construction activities by an Owner or Neighborhood Association ("Approved Party") after consent of the ARC has been obtained:

11.11.1 Each Approved Party shall deliver to the ARC copies of all construction and building permits as and when received by the Approved Party. Each construction site in Parkland Golf & Country Club shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed in a diligent, workmanlike, and continuous manner. Roadways, canals, drainage inlets, preservation or conservation areas, easements, swales, Foundation Property, and other such areas in Parkland Golf & Country Club shall be kept clear of construction vehicles, construction materials, and debris at all times. Except as otherwise specifically provided herein, no construction office or trailer shall be kept in Parkland Golf & Country Club and no construction materials shall be stored in Parkland Golf & Country Club subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal, lake or waterway or Foundation Property or other property in Parkland Golf & Country Club or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, or used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances and shall not be deposited in any manner on, in, or within the construction or adjacent property or waterways. All construction activities shall comply with the Architectural Review Requirements. If a "Contractor" (as hereinafter defined) or Approved Party shall fail in any regard to comply with the requirements of this Section, the ARC may require that such Approved Party or Contractor post security with the Foundation in such form and amount deemed appropriate by the ARC in its sole discretion.

11.11.2 There shall be provided to the ARC a list (name, address, telephone number, and identity of contact person) of all contractors, subcontractors, materialmen, and suppliers (collectively, "Contractor" or "Contractors") and changes to the list as they occur relating to construction. Each Contractor and its employees shall utilize those roadways and entrances into Parkland Golf & Country Club as are designated by the ARC for construction activities. The ARC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

11.11.3 Each Approved Party is responsible for insuring compliance with all terms and

conditions of these provisions and of the Architectural Review Requirements by all of its employees and Contractors. In the event of any violation of any of the terms or conditions set forth herein by any employee or Contractor and/or the continued refusal of any employee or Contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Parkland Golf & Country Club.

11.11.4 When the physical construction of any Home or other Improvement is started, such construction shall be performed diligently and completed within a reasonable time. If for any reason a Home is not completed within one (1) year from the commencement of construction, as determined by Declarant or the ARC, then Declarant or the ARC may, in its sole and absolute discretion, after ten (10) days notice to the Owner of the Home, enter the Home and take such steps as necessary to correct any undesirable condition. The Owner of the Home will be charged for the costs thereof as an Individual Assessments.

11.11.5 If, during any construction activity on a Home or other Improvement or at any other time, any of the Foundation Property is damaged or destroyed, including without limitation any street lights, sidewalks, landscaping, street signs, or other Improvements located thereon, the Approved Party shall be liable for all costs incurred in repairing or replacing such Foundation Property, and the total costs thereof shall be assessed against the Owner as an Individual Assessment or against all Owners in a Condominium Parcel as a Neighborhood Assessment. The Foundation reserves the right to collect from Approved Parties or Contractors a security deposit that may be applied to reduce damages to the Foundation Property which might occur during the construction of a Home or other Improvement.

11.11.6 The ARC may, from time to time, adopt standards governing the performance or conduct of Approved Parties, Contractors, and their respective employees within Parkland Golf & Country Club. Each Approved Party and Contractor shall comply with such standards and cause its respective employees to comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within Parkland Golf & Country Club and each Owner shall include the same therein.

11.12 Inspection.

There is specifically reserved to the Foundation and the ARC, and to any agent or member of either of them, the right of entry and inspection upon any portion of Parkland Golf & Country Club for the purpose of determining whether there exists any violation of the terms of any approval given by the Foundation or the ARC or of the terms of this Declaration or the Architectural Review Requirements.

11.13 Violation.

If any Improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Approved Party shall, upon demand of

the Foundation or the ARC, cause such Improvement to be removed or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Approved Party shall be liable for the payment of all costs of and associated with effecting such removal or restoration, including without limitation all Legal Fees, incurred by the Foundation or ARC. The costs shall be deemed an Individual Assessment or Neighborhood Assessment, as applicable, and enforceable pursuant to the provisions of this Declaration. The ARC and/or the Foundation are specifically empowered to enforce, at law or in equity, the architectural and landscaping provisions of this Declaration and the Architectural Review Requirements.

11.14 Court Costs.

In the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to cause the removal of any unapproved Improvement, the Foundation and/or ARC shall be entitled to recover all Legal Fees incurred in connection therewith.

11.15 Certificate.

In the event that any Owner or Neighborhood Association fails to comply with the provisions contained in this Declaration, the Architectural Review Requirements or other rules and regulations promulgated by the ARC or the Foundation, the Foundation and/or the ARC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home or Homes stating that the Improvements on the Home or Lot or Condominium Parcel fail to meet the requirements of this Declaration and that the Home or Lot or Condominium Parcel is subject to further enforcement remedies.

11.16 Certificate of Compliance.

Prior to the occupancy of any Improvement constructed or erected on any Lot or Condominium Parcel by a person or entity other than Declarant or its designees, the Owner or Neighborhood Association, as applicable, thereof shall obtain a Certificate of Compliance from the ARC certifying that the Owner or Neighborhood Association, as applicable, has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance.

11.17 Exemption.

Notwithstanding anything contained herein or in the Architectural Review Requirements to the contrary, any Improvements of any nature made or to be made by Declarant or its nominees, including, without limitation, Improvements made or to be made to the Foundation Property or any Home or Lot or Condominium Parcel, and any Improvements made to the Golf Club Property and/or the Sports Club Property by the Golf Club Owner and/or Sports Club Owner, as applicable, shall not be subject to the review of the ARC, the Foundation, or the provisions of the Architectural Review Requirements.

11.18 Exculpation.

Declarant, the Foundation, the directors or officers of the Foundation, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any costs or damages incurred by any Owner or any other party whatsoever due to any mistakes in judgment, negligence, or any action of Declarant, the Foundation, the ARC, or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the exercise of any other rights or powers set forth in this Article XI. Each Owner, by acceptance of a deed to a Home and/or Lot, agrees, individually and on behalf of its heirs, successors, and assigns, and each Neighborhood Association agrees, on behalf of its directors, officers, members, successors and assigns, that he, she or it shall not bring any action or suit against Declarant, the Foundation, or their respective directors or officers, the ARC or the members of the ARC, or their respective agents to recover any damages caused by or related to the actions of Declarant, the Foundation, or the ARC, or their respective members, officers, or directors in connection with the provisions of this Article XI. The Foundation does hereby indemnify, defend, and hold Declarant, the ARC, and each of their members, officers, and directors harmless from and against all costs, expenses, and liabilities, including without limitation Legal Fees, of all nature resulting from the acts of the Owners, the Neighborhood Associations, the Foundation, the ARC, or their members, officers and directors. Declarant, the Foundation, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters.

ARTICLE XII

GENERAL PROVISIONS

12.1 Information to Lenders and Owners.

12.1.1 Availability. Current copies of the Parkland Golf & Country Club documents shall be available upon request to Owners and Lenders for inspection during normal business hours or under other reasonable circumstances, and any Owner and/or Lender shall be entitled, upon written request and at its cost, to a copy of such documents.

12.1.2 Notice. Upon the written request of a Lender identifying the name and address of the Lender and the name and address of the applicable Owner, the Lender will be entitled to timely written notice of the following with regard to an Owner of a Home or Lot subject to a first mortgage held by the Lender:

(a) Any condemnation loss or casualty loss which affects a material portion of such Home or Lot to the extent the Foundation is notified of the same;

(b) Any delinquency in the payment of Assessments owed by the Owner, which remains uncured for a period of sixty (60) days or more;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and/or

(d) Any proposed action that would require the consent of the Lender.

12.2 Document Recordation by Owners Prohibited.

Neither the Foundation nor any Owner or group of Owners may record any documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration.

12.3 Approval of Foundation Lawsuits.

Notwithstanding anything contained herein to the contrary, the Foundation shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing, or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Parkland Golf & Country Club Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Parkland Golf & Country Club Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Foundation Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Members); or

(e) filing a compulsory counterclaim.

12.4 Non-Liability.

Notwithstanding anything contained in any of the Parkland Golf & Country Club Documents to the contrary, the Foundation shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety, or welfare of any Owner, occupant, or user of any portion of Parkland Golf & Country Club, including, without limitation, residents and their families, guests, lessees, licensees, invitees, agents, servants, and/or Contractors, or for any property of any such persons.

Without limiting the generality of the foregoing:

(a) it is the express intent of the Parkland Golf & Country Club Documents that the various provisions thereof that are enforceable by the Foundation and which govern or regulate the uses of Parkland Golf & Country Club have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of Parkland Golf & Country Club and the value thereof; and

(b) the Foundation is not empowered and has not been created to act as an agency which enforces or ensures compliance with the laws of the State of Florida and/or Broward County or prevents any tortious activities; and

(c) the provisions of the Parkland Golf & Country Club Documents setting forth the uses of Assessments which relate to health, safety, and welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Foundation to protect or further the health, safety, or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Further, each Owner, by acceptance of title to a Home and/or Lot, and each other person having an interest in or lien upon, or making use of, any portion of Parkland Golf & Country Club, by acceptance of such interest or lien or by making use of such property, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Foundation arising from or connected with any matter for which the liability of the Foundation has been disclaimed in this Section or otherwise. As used in this Section, the term "Foundation" shall include within its meaning all of the Foundation's directors, officers, committee and Board members, employees, agents, and Contractors, including without limitation management companies, successors, and assigns.

12.5 Refund of Taxes and Other Charges.

Unless otherwise provided herein, the Foundation agrees that any taxes, fees, or other charges paid by Declarant to any governmental authority, utility company, or any other entity, which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Foundation.

12.6 Execution of Documents.

The Development Plan for Parkland Golf & Country Club may from time to time necessitate the execution of certain documents as required by governmental agencies. To the extent said documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge, and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district), and the Owners, by acceptance of deeds to their Home(s) and/or Lot(s), irrevocably nominate, constitute, and appoint

Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section.

12.7 Conflicts.

In the event of any conflict between or among this Declaration, the Articles, the By-Laws, and/or any of the other Parkland Golf & Country Club Documents, this Declaration shall control. In the event of any conflict between any of the Parkland Golf & Country Club Documents and the Golf Club Plan and/or Sports Club Plan, the Golf Club Plan and/or Sports Club Plan shall control, as applicable.

12.8 Severability.

Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, it is the intent of Declarant that this Declaration be drafted in accordance with the provisions set forth in Chapter 720, Florida Statutes; therefore, in the event that it is determined at any time and by any person that any provision or Section hereof is invalid under, in conflict with, or in violation of any provision or section of Chapter 720, Florida Statutes, then such provision or Section of this Declaration shall be deemed and interpreted to comply with such statute as if such provision or Section hereof had originally been drafted in such manner.

12.9 Florida Statutes.

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

12.10 Notices.

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

12.11 Waiver of Right to Jury Trial.

By acceptance of a deed to a Home and/or Lot, each Owner agrees that the Parkland Golf & Country Club Documents are very complex; therefore, any claim, demand, action, or cause of action with respect to any action, proceeding, claim, counterclaim, or cross claim, whether in contract and/or in tort, regardless of whether or not the tort action is presently recognized, which is based upon, arising out of, in connection with, or in any way related to the Parkland Golf & Country Club Documents, including without limitation any course of conduct, course of dealing, verbal or written statement,

validation, protection, enforcement action or omission of any party, should be heard in a court proceeding by a judge and not a jury in order to best serve justice. Declarant hereby recommends that each Owner understand the legal consequences of accepting a deed to a Home and/or Lot prior to such acceptance.

12.12 Venue.

Each Owner acknowledges, regardless of where such Owner (i) executed a purchase and sale agreement, (ii) resides, (iii) obtains financing, or (iv) closed on a Home or Lot, that this Declaration legally and factually was executed in Broward County, Florida. Declarant has an office in Broward County, Florida, and each Home and Lot is located in Broward County, Florida. Accordingly, an irrebuttable presumption exists that the only appropriate venue for the resolution of any disputes arising in relation hereto lies in Broward County, Florida. Accordingly, each Owner and Declarant agree that the venue for resolution of any disputes lies in Broward County, Florida.

12.13 Term.

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Committed Property, and inure to the benefit of Declarant, the Foundation, the Owners, the Golf Club and the Sports Club and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the Country, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Homes and Lenders holding first mortgages encumbering two-thirds (2/3) of all Homes encumbered by first mortgages (by number and not by amount) held by Lenders, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year term extension during which such instrument was recorded.

In the event this Declaration is terminated or the Foundation ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Foundation Property in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Committed Property in perpetuity.

In the event of termination of this Declaration or dissolution of the Foundation and pursuant to Article VI of the Articles, the Surface Water Management System and rights of access thereto shall be conveyed to an appropriate agency of local government. In the event of non-acceptance by such government agency, the Surface Water Management System and access rights thereto shall be dedicated to a similar not-for-profit corporation.

12.14 Title Documents.

Each Owner, by acceptance of a deed to a Home or Lot, acknowledges that such Home or Lot is subject to certain documents and amendments including but not limited to those described on Exhibit I attached hereto and made a part (collectively, the "Title Documents"):

All of the Title Documents have been recorded in the Public Records of Broward County, Florida.

Declarant's Development Plan for Parkland Golf & Country Club may from time to time necessitate the further amendment, modification, and/or termination of the Title Documents. **DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS.** It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Owners shall either execute such joinder within ten (10) days of the request of Declarant, or Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge, and deliver any documents required by applicable governmental subdivision or agency, and the Owners, by acceptance of deeds to their Home(s) and/or Lot(s), irrevocably nominate, constitute, and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by acceptance of a deed to a Home and/or Lot:

- (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and
- (b) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

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

SCHEDULE OF EXHIBITS

Exhibit A	Total Property
Exhibit A-1	Committed Property
Exhibit A-2	Uncommitted Property
Exhibit B	Articles of Incorporation
Exhibit C	By-Laws
Exhibit D	Foundation Property
Exhibit E	Golf Club Property
Exhibit F	Sports Club Property
Exhibit G	Consumptive Use Permit
Exhibit H	Environmental Resource Permit
Exhibit I	Title Documents
Exhibit J	SFWMD Monitoring and Maintenance Plan

EXHIBIT "A"

PARKLAND GOLF AND COUNTRY CLUB

A portion of Sections 32 and 33, Township 47 South, Range 41 East, and a portion of Sections 4 and 5, Township 48 South, Range 41 East, Broward County Florida, described as follows:

Commencing at the Northeast Corner of said Section 33; thence South 01 21'18" East, along the East line of said Section 33, a distance of 134.43 feet to the POINT OF BEGINNING; thence continue South 01 21'18" East, along the East line of said Section 33, a distance of 1,187.32 feet to a point on a circular curve concave to the West and to said point a radial line bears South 84°40'05" East; thence Southerly along said circular curve having a radius of 2,940.00 feet, a central angle of 02 40'48" and an arc length of 137.51 feet to the point of reverse curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 3,060.00 feet, a central angle of 01 43'01" and an arc length of 91.70 feet; thence South 89 40'53" West, a distance of 767.36 feet; thence South 01 21'18" East, a distance of 1,089.00 feet to the East West quarter section line of the aforesaid Section 33; thence South 01 21'19" East, a distance of 1,089.00 feet; thence North 89 40'53" East, a distance of 740.12 feet; thence South 01 21'19" East, a distance of 517.89 feet to the point of curvature of a circular curve concave to the West; thence Southerly along said circular curve having a radius of 2,940.00 feet, a central angle of 09 55'52" and an arc length of 509.60 feet, to the point of reverse curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 3,060.00 feet, a central angle of 09 25'19" and an arc length of 503.21 feet; thence South 00 50'46" East, a distance of 21.89 feet to the South line of the aforesaid Section 33 and the North line of the aforesaid Section 4; thence continue South 00 50'46" East, a distance of 248.11 feet to the point of curvature of a circular curve concave to the West, said point also being the Northwest corner of MEADOW PARK, according to the plat thereof as recorded in Plat Book 162, Page 7, of the Public Records of Broward County, Florida and being on the Westerly Right-of-Way line of University Drive as shown on said Plat; thence Southerly along said circular curve having a radius of 4,067.40 feet a central angle of 23 14'44" and an arc length of 1,650.19 feet; thence South 22 23'58" West, a distance of 326.41 feet, the last two calls being coincident with the Westerly Plat limits of the aforesaid MEADOW PARK and Westerly Right-of-way line of University Drive to a point on the Northerly Plat limits of MEADOW RUN, according to the plat thereof as recorded in Plat Book 151, Page 6, of the Public Records of Broward County, Florida; thence North 67 36'03" West, a distance of 40.00 feet, to the point of curvature of a circular curve concave to the South; thence Westerly along said circular curve having a radius 2,479.32 feet a central angle of 46°45'00" and an arc length of 2,022.98 feet to the point of compound curvature of a circular curve; thence Southwesterly along said circular curve having a radius of 1,971.75 feet a central angle of 02°14'03" and an arc length of 76.89 feet to the most Easterly corner of FOX RIDGE, according to the plat thereof as recorded in Plat Book 157, Page 8, of the Public Records of Broward County, Florida, the last three calls being coincident with the Northerly Plat limits of the aforesaid MEADOW RUN; thence North 28 28'25" West, a distance of 485.05 feet, to the point of curvature of a circular curve concave to the East; thence Northerly along said circular curve having a radius 1,500.00

feet a central angle of 06 09'26" and an arc length of 161.20 feet; thence North 22 18'59" West, a distance of 365.91 feet, to the point of curvature of a circular curve concave to the Southwest; thence Northwesterly along said circular curve having a radius 630.00 feet a central angle of 77 00'35" and an arc length of 846.77 feet; thence South 80 40'26" West, a distance of 513.04 feet, to the point of curvature of a circular curve concave to the South; thence Westerly along said circular curve having a radius 1,000.00 feet a central angle of 13 43'15" and an arc length of 239.47 feet; thence South 66 57'11" West, a distance of 712.87 feet, to the point of curvature of a circular curve concave to the East; thence Northerly along said circular curve having a radius 25.00 feet a central angle of 99 13'20" and an arc length of 43.29 feet to the point of compound curvature of a circular curve; thence Northerly along said circular curve having a radius of 1,548.55 feet a central angle of 11 39'14" and an arc length of 314.97 feet to the point of reverse curvature of a circular curve; thence Northwesterly along said circular curve having a radius of 167.50 feet a central angle of 28 25'59" and an arc length of 83.12 feet to the West line of the aforesaid Section 4 and the East line of the aforesaid Section 5; thence continue along said circular curve having a radius of 167.50 feet a central angle of 59 23'45" and an arc length of 173.64 feet; thence North 90 00'00" West, a distance of 416.77 feet to the Southeast corner of "SCHOOL SITE D-6", according to the Plat thereof as recorded in Plat Book 168, Page 37, of the Public Records of Broward County, Florida, the last twelve calls being coincident with the Plat limits of the aforesaid FOX RIDGE; thence North 00 51'42" West, along the East Plat limits of said "SCHOOL SITE D-6", a distance of 772.72 feet to the Northeast corner of said "SCHOOL SITE D-6" said corner also being a point on the arc of a circular curve concave to the North, and to said point a radial line bears South 01°06'20" East and said circular curve being coincident with the South Right-of-Way line of TRAILS END as recorded in Official Record Book 30372, Page 1919, of the Public Records of Broward County, Florida; thence Easterly along said circular curve having a radius 3,160.00 feet a central angle of 05 29'47" and an arc length of 303.14 feet to the Southeast corner of said TRAILS END; thence North 06 36'07" West, a distance of 40.89 feet to the North line of the aforesaid Section 5 and the South line of the aforesaid Section 32; thence continue North 06 36'07" West, a distance of 79.11 feet to the Northeast corner of said TRAILS END, said corner also being a point on the arc of a circular curve concave to the North and to said point a radial line bears South 06 36'07" East; thence Easterly along said circular curve having a radius of 3,040.00 feet a central angle of 05 06'24" and an arc length of 270.95 feet to the East line of the aforesaid Section 32 and the West line of the aforesaid Section 33; thence continue along said circular curve having a radius of 3,040.00 feet a central angle of 25°06'28" and an arc length of 1,332.18 feet to a point on the South line of Tract 22, of said Section 33 of the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.2 according to the Plat thereof as Recorded in Plat Book 1, Page 102, of the Public Records of Palm Beach County, Florida; thence North 89 43'57" East, along said South line, a distance of 102.68 feet to the Southeast corner of said Tract 22; thence North 01 21'12" West along the East line of said Tract 22, a distance of 658.46 feet, to the Northeast corner of said Tract 22; thence South 89 42'55" West, along the North line of said Tract 22, a distance of 1,320.20 feet to the West line of the aforesaid Section 33 and the East line of the aforesaid Section 32; thence North 01 21'24" West, along the West line of said Section 33 and the East line of said Section 32, a distance of 147.92 feet; thence South 89 44'39" West, a distance of 214.49 feet to a point on the arc of a circular curve concave to the East and to said point a radial line bears South 33°22'13" West; thence Northerly along said circular curve having a radius of 883.00 feet a central angle of 35 47'01" and an arc length of 551.47 feet; thence North 20 50'46" West, a distance of 514.62 feet to the point of curvature of a circular curve concave to

the West; thence Northerly along said circular curve having a radius of 818.40 feet a central angle of 10 59'45" and an arc length of 157.06 feet; thence North 31 50'31" West, a distance of 451.99 feet to a point on the arc of a circular curve concave to the North and to said point a radial line bears South 33°32'24" East; thence Southerly along said circular curve having a radius of 2,420.00 feet a central angle of 05 10'49" and an arc length of 218.80 feet; thence South 61 38'25" West, a distance of 751.49 feet; thence North 28 21'35" West, a distance of 25.00 feet; thence North 16 38'25" East, a distance of 49.50 feet to a point on the East line of 120' wide North Springs Improvement District Easement as recorded in Official Record Book 26635, Page 689, of the Public Records of Broward County, Florida; thence North 61 38'25" East, along said East line, a distance of 716.49 feet to the point of curvature of a circular curve concave to the West; thence Northerly along said circular curve having a radius of 2,360.00 feet a central angle of 50 03'09" and an arc length of 2,061.65 feet to the East line of the aforesaid Section 32 and the West line of the aforesaid Section 33; thence continue along said circular curve having a radius of 2,360.00 feet a central angle of 12 56'51" and an arc length of 533.30 feet; thence North 01 21'35" East, a distance of 143.36 feet, the last four calls being coincident with the East line of the aforesaid 120' wide North Springs Improvement District Easement; thence North 44 07'40" East, a distance of 49.92 feet to a point on a line 120.00 feet South of and parallel to the North line of the Northwest Quarter of the aforesaid Section 33; thence North 89 36'56" East, along said parallel line a distance of 2,544.98 feet, to a point on the North South Quarter Section line of said Section 33 said point also being on a line 120.00 feet South of and parallel to the North line of the Northeast Quarter of the said Section 33; thence North 89 36'56" East, along said parallel line a distance of 2,626.19 feet; thence South 45 52'11" East, a distance of 20.55 feet to the POINT OF BEGINNING.

Said land situate lying and being in the City of Parkland, Broward County, Florida.

Containing 781.210 Acres, more or less.

EXHIBIT "A-1"

LEGAL DESCRIPTION

All of the Plat of PARKLAND GOLF AND COUNTRY CLUB, according to the Plat thereof as recorded in Plat Book 172, Pages 81-86, of the Public Records of Broward County, Florida.

LESS and except therefrom all of Parcels C, D, E, F, G, H, I, J and K.

LESS that portion of Parcel B, being more particularly described as follows:

Commencing at the North Quarter Corner of Section 33, Township 47 South, Range 41 East; thence North 89 degrees 36 minutes 56 seconds East along the North line of said Section 33, a distance of 372.38 feet; thence South 00 degrees 23 minutes 04 seconds East, a distance of 120.00 feet to the POINT OF BEGINNING said point also being on the North line of the aforesaid Plat of Parkland Golf and Country Club; thence continue South 00 degrees 23 minutes 04 seconds East, a distance of 466.68 feet; thence South 55 degrees 00 minutes 18 seconds East, a distance of 356.45 feet; thence South 22 degrees 22 minutes 27 seconds West, a distance of 147.70 feet; thence South 56 degrees 29 minutes 09 seconds West, a distance of 702.31 feet; thence North 59 degrees 49 minutes 43 seconds West, a distance of 500.44 feet; thence North 35 degrees 50 minutes 49 seconds West, a distance of 429.52 feet; thence North 00 degrees 23 minutes 04 seconds West, a distance of 124.43 feet; thence South 89 degrees 36 minutes 56 seconds West, a distance of 719.19 feet; thence South 09 degrees 35 minutes 36 seconds East, a distance of 671.29 feet; thence South 30 degrees 55 minutes 57 seconds East, a distance of 136.38 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 330.22 feet; thence North 66 degrees 04 minutes 31 seconds West, a distance of 280.12 feet; thence North 84 degrees 35 minutes 22 seconds West, a distance of 875.51 feet; thence North 01 degrees 21 minutes 12 seconds West, a distance of 1366.19 feet to a point on the South line of Parcel E of the aforesaid PARKLAND GOLF AND COUNTRY CLUB; thence North 89 degrees 36 minutes 56 seconds East, a distance of 125.47 feet; thence North 88 degrees 11 minutes 00 seconds East, a distance of 200.06 feet, to a point on the North line of the aforesaid Plat of PARKLAND GOLF AND COUNTRY CLUB, the last two calls being coincident with the South line of the aforesaid Parcel E; thence North 89 degrees 36 minutes 56 seconds East, a distance of 2,403.48 feet to the POINT OF BEGINNING.

And also LESS that portion of Parcel B, being more particularly described as follows:

A portion of land lying within Parcel B, Parkland Golf and Country Club, according to the Plat thereof, as recorded in Plat Book 172, Pages 81-86, of the Public Records of Broward County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of the Southeast one quarter (SE 1/4) of Section 33, Township 47 South, Range 41 East; thence North 01°21'12" West along the West line of the Southeast one quarter of said Section 33, a distance of 2,301.99 feet; thence South 88 degrees 38 minutes 48 seconds West, a distance of 6.63 feet to the POINT OF BEGINNING; said point also being a point on the arc of a circular curve concave to the West and to said point a radial line bears South 61 degrees 52 minutes 50 seconds East; thence Northerly along said circular curve having a radius of 25.00 feet a central angle of 68 degrees 11 minutes 55 seconds, and an arc length of 29.76 feet; thence North 40 degrees 04 minutes 37 seconds West, a distance of 155.91 feet to a point of curvature of a circular curve concave to the South; thence Westerly along said circular curve having a radius of 100.00 feet, a central angle of 84 degrees 50 minutes 03 seconds and an arc length of 148.06 feet; thence South 55 degrees 05 minutes 20 seconds West, a distance of 65.55 feet to a point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 50.00 feet, a central

angle of 83 degrees 12 minutes 38 seconds and an arc length of 72.61 feet to the point of reverse curvature of a circular curve concave to the West, having a radius of 91.50 feet, a central angle of 72 degrees 39 minutes 07 seconds, and an arc length of 116.02 feet to the point of reverse curvature of a circular curve concave to the Southeast, having a radius of 883.50 feet, a central angle of 18 degrees 55 minutes 02 seconds, and an arc length of 291.70 feet to the point of reverse curvature of a circular curve concave to the Northwest, having a radius of 290.00 feet, a central angle of 21 degrees 31 minutes 37 seconds, and an arc length of 108.96 feet to the point of compound curvature of a circular curve concave to the Northwest; thence Southwesterly along said circular curve having a radius of 1,240.00 feet, a central angle of 16 degrees 12 minutes 36 seconds and an arc length of 350.82 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 193.49 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 97.25 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 424.44 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 87.48 feet; thence North 00 degrees 00 minutes 00 seconds North, a distance of 196.30 feet; thence North 30 degrees 37 minutes 37 seconds East, a distance of 71.39 feet; thence North 01 degrees 36 minutes 59 seconds East, a distance of 124.66 feet; thence North 55 degrees 05 minutes 20 seconds East, a distance of 197.05 feet; thence North 61 degrees 42 minutes 27 seconds East, a distance of 502.71 feet; thence South 78 degrees 36 minutes 48 seconds East, a distance of 243.24 feet to a point of curvature of a circular curve concave to the West; thence Southerly along said circular curve having a radius of 211.50 feet, a central angle of 142 degrees 24 minutes 01 seconds and an arc length of 525.65 feet to the point of reverse curvature of a circular curve concave to the Southeast, having a radius of 400.00 feet, a central angle of 07 degrees 56 minutes 02 seconds, and an arc length of 55.39 feet to the point of reverse curvature of a circular curve concave to the Northwest, having a radius of 229.09 feet, a central angle of 15 degrees 42 minutes 04 seconds, and an arc length of 62.78 feet to the point of reverse curvature of a circular curve concave to the East, having a radius of 100.00 feet, a central angle of 111 degrees 37 minutes 56 seconds, and an arc length of 194.83 feet; thence South 40 degrees 04 minutes 37 seconds East, a distance of 146.57 feet to a point of curvature of a circular curve concave to the North; thence Easterly along said circular curve having a radius of 25.00 feet, a central angle of 68 degrees 11 minutes 55 seconds and an arc length of 29.76 feet to a point on the arc of a circular curve concave to the Southeast, and to said point a radial line bears North 18 degrees 16 minutes 32 seconds West; thence Southwesterly along said circular curve having a radius of 150.00 feet, a central angle of 42 degrees 36 minutes 10 seconds, and an arc length of 114.15 feet to the POINT OF BEGINNING.

Said lands situate lying and being in Broward County, Florida. Containing 29,207,037 square feet or 670.501 acres, more or less.

EXHIBIT "A-2"

A portion of Parcel B, PARKLAND GOLF AND COUNTRY CLUB, according to the Plat thereof as recorded in Plat Book 172, Pages 81-86, of the Public Records of Broward County, Florida. Being more particularly described as follows:

Commencing at the North Quarter Corner of Section 33, Township 47 South, Range 41 East; thence North 89 degrees 36 minutes 56 seconds East along the North line of said Section 33, a distance of 372.38 feet; thence South 00 degrees 23 minutes 04 seconds East, a distance of 120.00 feet to the POINT OF BEGINNING said point also being on the North line of the aforesaid Plat of Parkland Golf and Country Club; thence continue South 00 degrees 23 minutes 04 seconds East, a distance of 466.68 feet; thence South 55 degrees 00 minutes 18 seconds East, a distance of 356.45 feet; thence South 22 degrees 22 minutes 27 seconds West, a distance of 147.70 feet; thence South 56 degrees 29 minutes 09 seconds West, a distance of 702.31 feet; thence North 59 degrees 49 minutes 43 seconds West, a distance of 500.44 feet; thence North 35 degrees 50 minutes 49 seconds West, a distance of 429.52 feet; thence North 00 degrees 23 minutes 04 seconds West, a distance of 124.43 feet; thence South 89 degrees 36 minutes 56 seconds West, a distance of 719.19 feet; thence South 09 degrees 35 minutes 36 seconds East, a distance of 671.29 feet; thence South 30 degrees 55 minutes 57 seconds East, a distance of 136.38 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 330.22 feet; thence North 66 degrees 04 minutes 31 seconds West, a distance of 280.12 feet; thence North 84 degrees 35 minutes 22 seconds West, a distance of 875.51 feet; thence North 01 degrees 21 minutes 12 seconds West, a distance of 1366.19 feet to a point on the South line of Parcel E of the aforesaid PARKLAND GOLF AND COUNTRY CLUB; thence North 89 degrees 36 minutes 56 seconds East, a distance of 125.47 feet; thence North 88 the aforesaid Parcel E; thence North 89 degrees 36 minutes 56 seconds East, a distance of 2,403.48 feet to the POINT OF BEGINNING. degrees 11 minutes 00 seconds East, a distance of 200.06 feet, to a point on the North line of the aforesaid Plat of PARKLAND GOLF AND COUNTRY CLUB, the last two calls being coincident with the South line of

TOGETHER WITH the following

A portion of land lying within Parcel B, Parkland Golf and Country Club, according to the Plat thereof, as recorded in Plat Book 172, Pages 81-86, of the Public Records of Broward County, Florida. Being more particularly described as follows:

Commencing at the Southwest corner of the Southeast one quarter (SE 1/4) of Section 33, Township 47 South, Range 41 East; thence North 01°21'12" West along the West line of the Southeast one quarter of said Section 33, a distance of 2,301.99 feet; thence South 88 degrees 38 minutes 48 seconds West, a distance of 6.63 feet to the POINT OF BEGINNING; said point also being a point on the arc of a circular curve concave to the West and to said point a radial line bears South 61 degrees 52 minutes 50 seconds East; thence Northerly along said circular curve having a radius of 25.00 feet a central angle of 68 degrees 11 minutes 55 seconds, and an arc length of 29.76 feet; thence North 40 degrees 04 minutes 37 seconds West, a distance of 155.91 feet to a point of curvature of a circular curve concave to the South; thence Westerly along said circular curve having a radius of 100.00 feet, a central angle of 84 degrees 50

minutes 03 seconds and an arc length of 148.06 feet; thence South 55 degrees 05 minutes 20 seconds West, a distance of 65.55 feet to a point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 50.00 feet, a central angle of 83 degrees 12 minutes 38 seconds and an arc length of 72.61 feet to the point of reverse curvature of a circular curve concave to the West, having a radius of 91.50 feet, a central angle of 72 degrees 39 minutes 07 seconds, and an arc length of 116.02 feet to the point of reverse curvature of a circular curve concave to the Southeast, having a radius of 883.50 feet, a central angle of 18 degrees 55 minutes 02 seconds, and an arc length of 291.70 feet to the point of reverse curvature of a circular curve concave to the Northwest, having a radius of 290.00 feet, a central angle of 21 degrees 31 minutes 37 seconds, and an arc length of 108.96 feet to the point of compound curvature of a circular curve concave to the Northwest; thence Southwesterly along said circular curve having a radius of 1,240.00 feet, a central angle of 16 degrees 12 minutes 36 seconds and an arc length of 350.82 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 193.49 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 97.25 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 424.44 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 87.48 feet; thence North 00 degrees 00 minutes 00 seconds North, a distance of 196.30 feet; thence North 30 degrees 37 minutes 37 seconds East, a distance of 71.39 feet; thence North 01 degrees 36 minutes 59 seconds East, a distance of 124.66 feet; thence North 55 degrees 05 minutes 20 seconds East, a distance of 197.05 feet; thence North 61 degrees 42 minutes 27 seconds East, a distance of 502.71 feet; thence South 78 degrees 36 minutes 48 seconds East, a distance of 243.24 feet to a point of curvature of a circular curve concave to the West; thence Southerly along said circular curve having a radius of 211.50 feet, a central angle of 142 degrees 24 minutes 01 seconds and an arc length of 525.65 feet to the point of reverse curvature of a circular curve concave to the Southeast, having a radius of 400.00 feet, a central angle of 07 degrees 56 minutes 02 seconds, and an arc length of 55.39 feet to the point of reverse curvature of a circular curve concave to the Northwest, having a radius of 229.09 feet, a central angle of 15 degrees 42 minutes 04 seconds, and an arc length of 62.78 feet to the point of reverse curvature of a circular curve concave to the East, having a radius of 100.00 feet, a central angle of 111 degrees 37 minutes 56 seconds, and an arc length of 194.83 feet; thence South 40 degrees 04 minutes 37 seconds East, a distance of 146.57 feet to a point of curvature of a circular curve concave to the North; thence Easterly along said circular curve having a radius of 25.00 feet, a central angle of 68 degrees 11 minutes 55 seconds and an arc length of 29.76 feet to a point on the arc of a circular curve concave to the Southeast, and to said point a radial line bears North 18 degrees 16 minutes 32 seconds West; thence Southwesterly along said circular curve having a radius of 150.00 feet, a central angle of 42 degrees 36 minutes 10 seconds, and an arc length of 114.15 feet to the POINT OF BEGINNING.

Said lands situate lying and being in Broward County, Florida. Containing 3,749,169 square feet or 86.069 acres, more or less.

State of Florida



Department of State

I certify from the records of this office that PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 27, 2003.

The document number of this corporation is N03000000624.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 003A00004963-012703-N03000000624-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of January, 2003

Authentication Code: 003A00004963-012703-N03000000624-1/1



Ken Betzner
Ken Betzner
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC., a Florida corporation, filed on January 27, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000031606. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N03000000624.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-seventh day of January, 2003

Authentication Code: 003A00004963-012703-N03000000624-1/1



CR2EO22 (1-99)

Ken Detzner
Ken Detzner
Secretary of State



FLORIDA DEPARTMENT OF STATE

Ken Detzner
Secretary of State

January 27, 2003

PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.
11575 HERON BAY BLVD
CORAL SPRINGS, FL 33076

The Articles of Incorporation for PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC. were filed on January 27, 2003, and assigned document number H03000000624. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H03000031606.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Synthia Blalock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 003A00004963

ARTICLES OF INCORPORATION
OF
PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.
(A Florida Corporation Not For Profit)

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

ARTICLE I
DEFINITIONS

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

1. "Articles" shall mean these Articles of Incorporation and any amendments hereto.
2. "Assessments" shall mean the assessments for which all Owners (as hereinafter defined) are obligated to the Foundation (as hereinafter defined) and include "Individual Assessments," "Neighborhood Assessments," and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Foundation in accordance with the Parkland Golf & Country Club Documents.
3. "Board" shall mean the Board of Directors of the Foundation.
4. "By-Laws" shall mean the By-Laws of the Foundation and any amendments thereto.
5. "Committed Property" shall mean the portions of the "Total Property," (as defined in the Declaration) which are committed and subject to the provisions of the Declaration, together with the portions of the Total Property which may hereafter become Committed Property pursuant to the recordation of one or more "Supplemental Declarations" (as defined in the Declaration) in the Public Records.
6. "County" shall mean Broward County, Florida.
7. "Declarant" shall mean WCI Communities, Inc., a Delaware corporation, and any successor(s) or assign(s) thereof to which WCI specifically assigns all or part of the rights of Declarant in the Declaration by an express written assignment, whether or not recorded in the Public Records. An Owner or "Builder" (as defined in the Declaration) shall not, solely by the purchase of a Home and/or Lot in Parkland Golf & Country Club, be deemed a successor or assign of Declarant under the Parkland Golf & Country Club Documents unless such Owner or Builder is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

8. "Declaration" shall mean the Parkland Golf & Country Club Declaration, which is intended to be recorded amongst the Public Records of the County, together with all amendments and modifications thereof, including any Supplemental Declarations.

9. "Director" shall mean a member of the Board.

10. "Foundation" shall mean Parkland Golf & Country Club Foundation, Inc., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to these Articles, which Foundation is responsible for the maintenance and preservation of Parkland Golf & Country Club as set forth in the Declaration. The "Foundation" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

11. "Foundation Expenses" shall mean the expenses for which Owners and other specified parties shall be liable to the Foundation, which shall consist of all costs and expenses incurred by the Foundation in carrying out its policies and duties under this Declaration or any other Parkland Golf & Country Club Documents and any other expenses designated as Foundation Expenses by the Foundation, as more particularly set forth in Article IV of the Declaration.

12. "Foundation Property" shall mean that portion of the Total Property, together with any "Improvements" (as defined in the Declaration) located thereon, which is designated as Foundation Property in accordance with and subject to the terms set forth in Section 2.3 of the Declaration.

13. "Golf Club Owner" shall initially mean WCI Communities, Inc., its successors and/or assigns, the owner of the "Golf Club" (as defined in the Declaration). Ultimately, the Golf Club shall be owned by its equity members.

14. "Home" shall mean a residential dwelling unit constructed within Parkland Golf & Country Club which is designed and intended for use and occupancy as a single-family residence and includes, but is not limited to, a detached single-family home, a zero lot line single-family home, a residential unit contained in a townhouse or high-rise building, whether or not such residential unit is subject to the condominium form of ownership, owned in fee simple or in another form of ownership or possession, and includes any interest in land, improvements, or other property appurtenant to the Home.

15. "Lot" shall mean any parcel of land within Parkland Golf & Country Club as shown on the Plat upon which a Home is permitted to be constructed, together with the Improvements thereon, if any, and any portion of the Committed Property within Parkland Golf & Country Club that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

16. "Member(s)" shall mean the "Class A Members" and the "Class B Member," as described in Article V.D. of these Articles.

17. "Neighborhood" shall mean any development of Homes and/or Lots within the Committed Property which is designated as a Neighborhood in the Declaration or any "Supplemental Declaration" (as defined in the Declaration) or amendment thereto.

18. "Neighborhood Association" shall mean any property owners' association, owners' association, condominium association, or any other mandatory membership entity, its successors and assigns, responsible for administering a Neighborhood.

19. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Home within Parkland Golf & Country Club and shall include Declarant for as long as Declarant owns fee simple title to a Lot and/or Home, unless and except to the extent otherwise expressly provided herein, but excluding therefrom those having such interest as security for the performance of an obligation.

20. "Parkland Golf & Country Club" shall mean the planned residential community planned for development in stages on the Total Property. Parkland Golf & Country Club is intended to contain various separate and distinct residential communities and such other uses as Declarant determines in its sole discretion and which are in conformance with applicable zoning requirements and/or governmental regulations. Parkland Golf & Country Club shall initially consist of the Committed Property and may be expanded to include the "Uncommitted Property" (as defined in the Declaration) or a portion thereof, by the recording of a Supplemental Declaration in the Public Records committing such additional lands. The definition and/or description of Parkland Golf & Country Club contained in the Parkland Golf & Country Club Documents is subject to amendment or modification by Declarant.

21. "Parkland Golf & Country Club Documents" shall mean the Declaration, these Articles, the By-Laws, the "Rules and Regulations," and the "Architectural Review Requirements" (as such terms are defined in the Declaration) and all of the instruments and documents referred to and/or incorporated herein and therein, including, but not limited to, amendments to any of the foregoing, as applicable.

22. "Plat" shall mean any plat or replat of any portion of Parkland Golf & Country Club recorded or to be recorded in the Public Records as same may from time to time be amended by Declarant.

23. "Public Records" shall mean the Public Records of Broward County, Florida.

24. "SFWMD" shall mean the South Florida Water Management District.

25. "Sports Club Owner" shall mean WCI Communities, Inc., its successors and/or assigns, the owner of the mandatory membership "Sports Club" (as defined in the Declaration).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

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ARTICLE II
NAME

The name of this corporation shall be **PARKLAND GOLF & COUNTRY CLUB FOUNDATION, INC.**, a Florida corporation not for profit, with a principal address and mailing address at 11575 Heron Bay Boulevard, Coral Springs, Florida 33076.

ARTICLE III
PURPOSES

The purpose for which the Foundation is organized is to take title to, operate, administer, manage, lease, and maintain the Foundation Property in accordance with the terms of, and purposes set forth in, the Parkland Golf & Country Club Documents and to carry out the covenants and enforce the provisions of the Parkland Golf & Country Club Documents.

ARTICLE IV
POWERS

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

- A. The Foundation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Parkland Golf & Country Club Documents.
- B. The Foundation shall have all of the powers granted to the Foundation in the Parkland Golf & Country Club Documents. All of the provisions of the Declaration and By-Laws that grant powers to the Foundation are incorporated into these Articles.
- C. The Foundation shall have all of the powers reasonably necessary to implement the purposes of the Foundation, including, but not limited to, the following:
 1. To perform any act required or contemplated by it under the Parkland Golf & Country Club Documents.
 2. To make, establish, amend, and enforce reasonable rules and regulations governing the use of the Foundation Property.
 3. To make, levy, and collect Assessments for the purpose of obtaining funds from its Members to pay Foundation Expenses, other costs defined in the Declaration, and costs of collection, and to use and expend the Assessments in the exercise of the powers and duties of the Foundation.
 4. To maintain, repair, replace, and operate the Foundation Property in accordance with the Parkland Golf & Country Club Documents.

5. To sue and be sued and enforce by legal means the obligations of the Members and the provisions of the Parkland Golf & Country Club Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, and management of the Foundation Property and to enter into any other agreements consistent with the purposes of the Foundation, including, but not limited to, agreements with respect to professional management of the Foundation Property and to delegate to such professional manager certain powers and duties of the Foundation.

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

8. To provide, to the extent deemed necessary by the Board, any and all services; do any and all things which are incidental to or in furtherance of things listed above or to carry out the Foundation mandate to keep and maintain Parkland Golf & Country Club in a proper and aesthetically pleasing condition; and to provide the Owners with services, amenities, controls, and enforcement that will enhance the quality of life at Parkland Golf & Country Club.

9. To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefit to the Members, whether or not such lands and facilities are contiguous to the lands of Parkland Golf & Country Club.

10. To operate and maintain the Committed Property as provided in the Declaration, including the "Surface Water Management System" (as defined in the Declaration), which shall be maintained in accordance with the "SFWMD Permit" and the "DPEP Permit" (as such terms are defined in the Declaration) therefore, as it or they may be amended from time to time.

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

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Parkland Golf & Country Club Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Parkland Golf & Country Club Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Foundation Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Foundation, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

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

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

C. Upon the First Conveyance, the Foundation shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is the Class B Member. Each Class A Member shall be entitled to one (1) vote for each Lot and/or Home owned.

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

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

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

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

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots and/or Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Parkland Golf & Country Club Documents.

F. No Member may assign, hypothecate, or transfer in any manner his/her or its membership in the Foundation except as an appurtenance to his/her or its Lot and/or Home.

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

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

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

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

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

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

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM AND SUCCESSOR ENTITIES

The term for which this Foundation is to exist shall be perpetual. In the event of dissolution of the Foundation (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Foundation shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Foundation and its properties in the place and stead of the dissolved Foundation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Foundation and its properties. In the event of dissolution of the Foundation, the Surface Water Management System and the access rights thereto shall be conveyed to an appropriate agency of local government. In the event of its non-acceptance by such governmental agency, the Surface Water Management System and access rights thereto shall be dedicated to a not-for-profit corporation similar to the Foundation.

ARTICLE VII
INCORPORATOR

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

Vivien Hastings
24301 Walden Center Drive
Bonita Springs, Florida 34134

ARTICLE VIII
OFFICERS

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

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

ARTICLE IX
FIRST OFFICERS

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

President	Mark Smietana
Vice President	Andre Haluska
Secretary/Treasurer	Rosa Glave

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) Directors on the first Board of Directors of the Foundation ("First Board") and on the "Initial Elected Board" (as hereinafter defined). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children, or spouses of Members. There shall be only one (1) vote for each Director.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Mark Smietana	11575 Heron Bay Boulevard Coral Springs, Florida 33076
Andre Haluska	11575 Heron Bay Boulevard Coral Springs, Florida 33076
Rosa Glave	11575 Heron Bay Boulevard Coral Springs, Florida 33076

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

C. For purposes of these Articles, "Total Developed Lots" shall mean the seven hundred (700) Lots and one hundred twenty (120) condominium Homes Declarant intends to develop in Parkland Golf & Country Club, taken together. Notwithstanding the foregoing, Declarant has reserved the right in the Declaration to modify its plan of development for Parkland Golf & Country Club and to add land to and withdraw land from Parkland Golf & Country Club and, therefore, the total number of Lots and Homes within Parkland Golf & Country Club, and thus the term "Total Developed Lots," may refer to a number greater or lesser than eight hundred twenty (820). The number of Lots or Homes added to or withdrawn from Parkland Golf & Country Club and the revised number of Total Developed Lots will be set forth in a Supplemental Declaration recorded in the Public Records if additional land is added to or withdrawn from Parkland Golf & Country Club.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to designate one (1) Director, which three (3) Directors shall constitute the "Initial Elected Board." Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

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

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Purchaser Members for any reason deemed to be in the best interests of the Purchaser Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Purchaser Members.

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

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

1. When Declarant no longer holds at least five percent (5%) of the Total Developed Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records; or

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

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

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

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

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

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

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

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

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Foundation shall be indemnified by the Foundation against all costs, expenses, and liabilities, including, without limitation, Legal Fees incurred by or imposed upon him or her in connection with or by reason of his or her being or having been a Director or officer of the Foundation, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense, or liability is incurred. Notwithstanding the foregoing, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic, but shall apply only when the Board approves such settlement and reimbursement for the costs and expenses thereof as being in the best interest of the Foundation. In the event a Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties or admits to such guilt, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Foundation may be entitled under statute or common law.

ARTICLE XII
BY-LAWS

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

ARTICLE XIII
AMENDMENTS

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

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

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

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

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

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

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by the requisite number of Members which would have been required to pass the amendment if all members were present and voting at a meeting, together with all members of the Board, setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot and/or Home; (ii) any Lender without the prior written consent of such Lender; (iii) SFWMD without its prior written consent; (iv) the Golf Club Owner without its prior written consent; and (v) the Sports Club Owner without its prior written consent.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend, or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or to otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

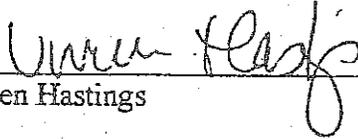
G. Notwithstanding the foregoing provisions of this Article XIII, any amendment to Article IV.C.(11) shall require the affirmative vote of no less than eighty percent (80%) of the voting interests.

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

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

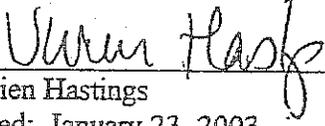
The street address of the initial registered office of the Foundation is 24301 Walden Center Drive, Bonita Springs, Florida 34134, and the initial registered agent of the Foundation at that address shall be Vivien Hastings. The registered agent shall maintain all SFWMD permits and any amendments thereto for the benefit of the Foundation.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 23rd day of January, 2003.



Vivien Hastings

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



Vivien Hastings
Dated: January 23, 2003

H03 000316 06 4

STATE OF FLORIDA)
)
COUNTY OF LEE) SS:

The foregoing instrument was acknowledged before me this 23rd day of January 2003, by VIVIEN HASTINGS, the person described as the Incorporator of these Articles and who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced as identification.



Mary S. Cook
Commission # CC 916338
Expires March 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Mary S. Cook (SEAL)
Notary Public
Mary S. Cook
Printed, Typed or Stamped Notary Name

My Commission Expires: 3/6/04

Exhibit C

By-Laws

**BY-LAWS
OF
PARKLAND GOLF & COUNTRY CLUB
FOUNDATION, INC.**

Section 1. Identification of Foundation

These are the By-Laws of Parkland Golf & Country Club Foundation, Inc. ("Foundation") as duly adopted by its Board of Directors ("Board"). The Foundation is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The office of the Foundation shall be, for the present time, located at 11575 Heron Bay Boulevard, Florida 33076, and may thereafter be located at any place designated by the Board.

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

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

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Foundation ("Articles"), as well as in the Parkland Golf & Country Club Declaration ("Declaration"), are incorporated herein by this reference and shall appear in initial capital letters each time such terms appear in these By-Laws.

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

3.1 The qualification of Members, the manner of their admission to membership in the Foundation, 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"). Commencing with the year following the year in which the Articles are filed with the Secretary of State, the Annual Members' Meeting shall be held at the office of the Foundation, or at such other place in the County as the Board may determine, on such day and at such time as designated by the Board in the notice of such meeting. 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 authorized business.

3.3 Special meetings of the Members, which are meetings of the Members other than the Annual Members' Meeting ("Special Members' Meeting"), shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. 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 a Special Members' Meeting, the President or Vice President shall call a Special Members' Meeting.

3.4 Except as otherwise provided in the Articles, a written notice of each Annual Members' Meeting and/or Special Members' Meeting (collectively, "Members' Meeting") shall be delivered to each Member entitled to vote thereat at his or her last known address as it appears on the books of the Foundation, which notice shall be mailed not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Members' Meeting. Proof of mailing shall be given by an affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Members' Meeting and the purpose(s) for which it is called. The notices of all Annual Members' Meetings shall, in addition to the foregoing information, specify the number of Directors to be designated by Declarant and the number of Directors to be elected by the Members, as applicable. Notwithstanding anything contained herein to the contrary, notice of any Members' Meeting may be waived before, during, or after such Members' Meeting by the Member waiving notice, or by the person entitled to vote for such Member, by signing a document setting forth such waiver.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Members' Meeting ("Written Response") provided written notice of the matter(s) to be agreed upon is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Parkland Golf & Country Club 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(s) to be agreed or voted upon shall be binding on the Members so long as a quorum is either present at such Members' Meeting or submits a Written Response, as the case may be. The notice with respect to actions to be taken by Written Response shall set forth the time period during which the Foundation must receive the Written Responses.

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. 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 Members' Meeting and a question that raises the jurisdiction thereof is presented, the holders of a majority of the voting rights present, whether in person or by 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 Parkland Golf & Country Club Documents or by law, then such express provision shall govern and control.

3.7 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may not vote for Directors by Proxy, but may vote by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, 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 Members' Meeting, the Members who are present, either in person or by Proxy, may adjourn the Members' Meeting from time to time until a quorum is present with no further notice of such adjourned Members' Meeting being required unless otherwise determined by the Board.

3.9 Minutes of all Members' Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Foundation shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

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 or by absentee ballot. Proxies may 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 Members' 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 Foundation before the appointed time of the Members' Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11 The voting on any matter at a Members' Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Members' 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 Foundation shall be by its Board.

4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

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 Foundation.

(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 within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not,

however, notice of the organizational meeting shall be given in accordance with Section 720.303(2) of the Florida Statutes.

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 or telegraph 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.

4.7 Notice of all Board meetings shall be given to the members in accordance with Section 720.303(2) of the Florida Statutes. Notice of all Board meetings shall also be given to the Golf Club Owner and the Sports Club Owner, who shall be given the opportunity to attend such meetings.

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 unless otherwise determined by the Board.

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

4.10 Directors' fees, if any, shall be determined by the Members.

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 at all reasonable times.

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 on such terms as the Board may determine. 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. If a meeting is open, unless a Member serves as a Director or unless he or she has been specifically invited by the Directors to participate in the meeting, no Member shall be entitled to participate in the meeting, but shall only be entitled to act as an observer.

In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at the meeting or conducts himself 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, any Director 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 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 of 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 Section 720.303(2) of the Florida Statutes.

Section 5. Powers and Duties of the Board

5.1 All of the powers and duties of the Foundation 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 Parkland Golf & Country Club Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2 The Foundation may employ a manager to perform any of the duties, powers or functions of the Foundation. Notwithstanding the foregoing, the Foundation may not delegate to the manager the power to conclusively determine whether the Foundation should make expenditures for capital additions or improvements chargeable against the Foundation 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 Foundation.

5.3 In the event the Foundation, pursuant to Section 11.2 of these By-Laws, determines to purchase the Sports Club and the Sports Club Property and at a particular purchase price, the Board is authorized to negotiate any changes to the agreed upon purchase price, as necessary, without the vote of the Members.

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 Foundation for such late Assessment. Owners shall 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 Foundation's lien has been commenced. The Board has authorized the following initial schedule of fees for such circumstances:

- (a) One Hundred Fifty Dollars (\$150) for a Claim of Lien plus recording costs and sending of Notice of Intention to Foreclose;
- (b) One Hundred Dollars (\$100) for a Satisfaction of Lien plus recording costs; and
- (c) Any further action would require an hourly computation of attorney and/or paralegal time spent pursuing collection of such unpaid Assessments.

Section 7. Officers of the Foundation

7.1 Executive officers of the Foundation 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 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 Foundation. 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 of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

7.2 The President shall be the chief executive officer of the Foundation. He or she shall have all of the powers and duties which are usually vested in the office of the President of a Foundation 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 Foundation. 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 Foundation 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 Foundation, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Foundation 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 Foundation, 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 Foundation 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 officers and other employees of the Foundation shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Foundation or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Parkland Golf & Country Club.

Section 8. Resignations

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.

Section 9. Accounting Records; Fiscal Management

9.1 The Foundation shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. 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 and/or Home within Parkland Golf & Country Club which shall designate the name and address of the Owner thereof, the amount of Individual Assessments and all other Assessments and other fees, 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 Foundation; and (iv) any other 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 Foundation Expenses for each forthcoming calendar year (the fiscal year of the Foundation being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget,

a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Assessment applicable to his or her Lot and/or Home. The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Foundation at his or her last known address as shown on the records of the Foundation.

9.3 In administering the finances of the Foundation, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Foundation in any calendar year may be used by the Foundation to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Foundation 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 Foundation Expenses and for all unpaid Foundation Expenses previously incurred; and (v) items of Foundation 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 Foundation 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 Assessments and Neighborhood Assessments, if any, shall be payable as provided in the Declaration or any Supplemental Declaration.

9.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Foundation 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 Foundation Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Assessment.

9.6 The depository of the Foundation shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Foundation 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 Foundation 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 Member at his or her last known address shown on the records of the Foundation.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt Rules and Regulations or amend, modify or rescind then existing Rules and Regulations for the operation of Parkland Golf & Country Club; provided, however, that such Rules and Regulations are not inconsistent with the terms or provisions

of the Parkland Golf & Country Club 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 Foundation 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 Foundation 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. Sports Club Provisions

11.1 Upon the sale or resale of any Home or Lot within Parkland Golf & Country Club and within fifteen (15) days of the Foundation being notified of such sale or resale, the Foundation shall so notify the Sports Club Owner and shall include a copy of the deed or other instrument transferring the Home or Lot in its notice to the Sports Club Owner.

11.2 In the event the Foundation has the opportunity to purchase the Sports Club and the Sports Club Property, the Foundation may do so upon the affirmative vote of a majority of the Owners and the affirmative vote of a majority of the Directors as to the purchase and the purchase price.

Section 12. 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 Parkland Golf & Country Club Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 13. Roster of Owners

Each Owner shall file with the Foundation a copy of the deed or other document showing his or her ownership interest in Parkland Golf & Country Club. The Foundation shall maintain such information. The Foundation may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 14. Amendment of the By-Laws

14.1 These By-Laws may be amended as hereinafter set forth in this Section 14.

14.2 After the Turnover Date, any Bylaw of the Foundation may be amended or repealed, and any new Bylaw of the Foundation may be adopted by either:

(i) a majority vote of the Members 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 Members' Meeting as permitted by these By-Laws; 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 By-Laws, 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.

14.3 Notwithstanding any of the foregoing provisions of this Section 14 to the contrary, until the Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws 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 By-Laws without the requirement of any consent, approval or vote of the Members.

14.4 Notwithstanding the foregoing provisions of this Section 14, there shall be no amendment to these By-Laws which shall abridge, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Lot and/or Home; (ii) any Lender without the prior written consent of such Lender; (iii) SFWMD without its prior consent; (iv) the Golf Club Owner without its prior written consent; (v) the Sports Club Owner without its prior written consent; or (vi) the Florida Department of Environmental Protection without its prior written consent.

14.5 Any instrument amending, modifying, repealing or adding By-Laws 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 Foundation shall be recorded amongst the Public Records of the County.

Section 15. Interpretation

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

**PARKLAND GOLF & COUNTRY CLUB
FOUNDATION, INC.**

By: _____

Mark Smietana, President

[CORPORATE SEAL]

Exhibit D

Foundation Property

Foundation Property

“Foundation Property” shall mean and refer to all real property interests and personalty including any improvements, amenities, easements, fixtures and facilities thereon owned, leased, controlled or operated by the Foundation or to which the Foundation accepts maintenance responsibilities, or the use of which has been granted to the Foundation as set forth in this Declaration or an amendment thereto, or a deed of conveyance, or that hereafter may be conveyed or leased to the Foundation or to which use rights have been granted to the Foundation. For example, the Foundation Property may include, without limitation, community signage, open space areas, internal buffers, landscape areas, easement areas or other property owned by others, electronic gates, gatehouses, maintenance areas, roads, streets, rights-of-way dedicated to a public body but which the Foundation is required to or may elect to maintain, parking lots, walkways, sidewalks, street lighting, signage, any pedestrian path, and the following when the Foundation has an easement over or maintenance obligations therefor by way of example: Golf Club Property, Sports Club Property, Condominium Parcel, PhytoZone and Surface Water Management System. The Foundation Property do not include any portion of any Lot, Golf Club Property or Sports Club Property unless the Sports Club is acquired by the Foundation pursuant to the terms of the Sports Club Plan. The designation of any land and/or improvements as Foundation Property shall not mean or imply that the public at large acquires any easement of use or enjoyment therein. Declarant may, but shall not be required to, designate and convey other property to the Foundation.

Exhibit E

Golf Club Property

Golf Club Property shall mean the Parkland Golf & Country Club Golf Club, including the land and club facilities provided for the Members pursuant to the provisions of the Golf Club Plan.

Exhibit F

Sports Club Property

Sports Club Property shall mean the Parkland Golf & Country Club Sports Club, including the land and club facilities provided for the Associates pursuant to the provisions of the Sports Club Plan.

Exhibit G

Consumptive Use Permit

This Exhibit will be subsequently recorded by amendment to the Declaration

Exhibit H

Environmental Resource Permit

This Exhibit will be subsequently recorded by amendment to the Declaration

TITLE DOCUMENTS

EXHIBIT "I"

1. Taxes and assessments for the year of closing and all subsequent years.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Roads and Rights-Of-Way as shown on the Plat of Florida Fruit Lands Company's Subdivisions No. 2, as recorded in Plat Book 1, at Page 102.
8. Reservations for drainage and reclamation rights in favor of the Trustees of the Internal Improvement Fund of the State of Florida as contained in that instrument recorded in Deed Book 31, at Page 237.
9. Reservations for drainage and reclamation rights in favor of the Trustees of the Internal Improvement Fund of the State of Florida as contained in that instrument filed in Deed book 96, Page 49.
10. Oil, gas and mineral canal and reclamation, and State Road right-of-way reservations contained in Deed form Everglades Drainage District filed in Deed Book 470, Page 322 (Affects Tract 30, of Florida Fruit Lands Company's Subdivision No. 2, recorded in Plat Book 1, Page 102).
11. Oil, Gas and mineral canal and reclamation, and State Road right-of-way reservations contained in Deed from Everglades Drainage District, filed in Deed Book 470, Page 369 (Affects Tract 8, of Florida Fruit Lands Company's Subdivision No. 2, recorded in Plat Book 1, Page 102).
12. Easement granted to Florida Power & Light Company, dated March 15, 1984, filed April 3, 1984, in Official Records Book 11596, Page 302 (as to East Parcel only).
13. Agreement by and between Broward County and North Springs Improvement District, as amended by Amendment filed April 2, 1993, in Official Records Book 20513, Page 297.
14. Regional Road Concurrency Agreement, between Board County and WCI Communities, Inc., recorded in Official Records Book 33516, Page 578.

Unless otherwise indicated, all documents were recorded in the
Public Records of Broward County, Florida

TITLE DOCUMENTS

EXHIBIT "I"

15. Easements contained in General Warranty Deed to North Springs Improvement District, recorded in Official Records book 34170, Page 252.
16. Easements contained in Trustee's Deed and Easement to North springs Improvement District, recorded in Official Records Book 34170, Page 261.
17. Covenants contained in Trustee's Deed to North Springs Improvement District, recorded in Official Records Book 34170, Page 272.
18. Memorandum of Agreement between WCI Communities, Inc., and the City of Parkland, recorded in Official Records Book 34005, Page 944.
19. Club Plan for Parkland Golf & Country Club Sports Club as recorded in Official Records Book _____, Page _____, and exhibits attached thereto and any and all amendments thereto.
20. The nature or extent of riparian or littoral rights.
21. Proposed County Line Road (120' Wide R/W) along the North boundary and Proposed Trails End (120' Wide R/W) located within subject property.
22. Applicable zoning, land use, environmental, and building law and ordinances, and all other restrictions, regulations and agreements imposed by governmental, quasi-governmental authorities and improvement districts.
23. Liens or encumbrances created by or through Purchaser.

Unless otherwise indicated, all documents were recorded in the
Public Records of Broward County, Florida

PARKLAND GOLF AND COUNTRY CLUB MONITORING AND MAINTENANCE

Success criteria and monitoring as described herein follow the guidelines contained in Section 4.3.6 Mitigation Success in the basis of review for ERP application. Maintenance will be performed at intervals necessary to meet the success criteria.

Monitoring

Monitoring transects will be established at each site and permanently marked at the origin and tree plot (quadrat) locations. During scheduled monitoring, data will be collected on the composition and health of the vegetation. Staff gauges will be present to monitor hydrology. Any occurrences of wildlife at the time of survey will also be included in report.

Monitoring data will be collected along established transect lines and tree plots, within quadrats, and at photo stations. Mitigation monitoring will be completed according to the monitoring schedule included and reports presented to SFWMD annually.

Maintenance

Maintenance will be performed on a needed basis to keep the mitigation site free of invasive and exotic fauna with no more than a 5% total coverage. Methods of extraction will include herbicide application and manual removal, as appropriate for each targeted species.

Monitoring and Mitigation Schedule for State and Federal Permits

State and Federal Permit Issuance	December 2002
Construction Grading and Exotic Removal Begins	December 2002
Construction Grading and Exotic Removal Completed	September 2003
Plant Installation Begins	October 2003
Plant Installation Completed	February 2004
Time Zero Monitoring Report	April 2004
First Annual Monitoring Report	April 2005
Second Annual Monitoring Report	April 2006
Third Annual Monitoring Report	April 2007
Fourth Annual Monitoring Report	April 2008
Fifth Annual Monitoring Report	April 2009

Wetland Function and Value Comparison

Three out of the seven wetlands to be impacted are improved pasture and hold little to no significant value for wildlife habitat. Three out of the remaining four wetlands have high percentages of exotics containing very little wildlife usage with the exception of some passerine birds present. The remaining wetland does have adequate cover for wildlife but little evidence of wildlife use was present.

The created wetlands will consist of native species and, with maintenance, be void of exotics. This will present a healthy and hearty habitat for wildlife to flourish.

Short and Long Term Goals

Mitigation sites with native vegetation will provide a natural habitat for wildlife on a long term basis. Monitoring and maintenance can inhibit invasive exotics, giving the native vegetation a chance to thrive.

Measurable Success Criteria

Monitoring will continue, on intervals necessary to achieve success criteria, for five years following the time zero report. Vegetation survival rate will be no less than 80% coverage following the first monitoring report. At the time of monitoring, coverage of nuisance and exotic species are not to exceed 5%. The survival rate is to be no less than 80% after completion of the five year mitigation plan.

Materials and Installation Cost Estimate

Earthwork will be done as a part of lake construction and is not reflected herein. Plant and installation cost totals \$38,107.04 (see Mitigation Plan Cost Estimate attached).

Monitoring and Maintenance Cost Estimate

The five (5) year maintenance and monitoring estimates include 6.37 acres of created marsh and 3.59 acres of upland buffer, totaling 9.99 acres of created mitigation. There are an additional 12.82 acres of phytozone/marsh creation included on the plan that will be maintained and monitored but not included in cost estimates. Cost for monitoring and maintenance is \$44,749.92.

Total Mitigation Cost

Cost for materials, installation, earthwork, maintenance, and monitoring is \$164,930.64.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 SURFACE WATER MANAGEMENT
 GENERAL PERMIT NO. 06-00073-S

COPY

DATE ISSUED: December 9, 2002

Form #0942
 08/95

PERMITTEE: WATERMARK COMMUNITIES INC
 11575 HERON BAY BLVD
 STE 200
 CORAL SPRINGS, FL 33076

NORTH SPRINGS IMPROVEMENT
 DISTRICT
 10300 NW 11TH MANOR
 CORAL SPRINGS, FL 33065

PROJECT DESCRIPTION: Modification of a surface water management system to serve a 21.38 acre roadway project known as University Drive from Holmberg Road to 800 feet north of Trails End, and for the construction of the NSID boundary dike from the University Drive terminus northward to the future County Line Road and then westward for approximately 1 mile.

PROJECT LOCATION: BROWARD COUNTY, SEC 33 TWP 47S RGE 41E
 SEC 4 TWP 48S RGE 41E

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

This is to notify you of the District's agency action concerning Permit Application No. 020308-4, dated March 8, 2002. This action is taken pursuant to Rule 40E-1.506 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

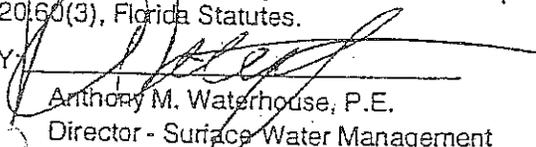
Based on the information provided. District rules have been adhered to and a Surface Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 Standard Limiting Conditions (See Pages : 2 - 3 of 4),
3. the attached 10 Special Conditions (See Pages : 4 - 4 of 4) and
4. the attached 2 Exhibit(s).

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 9th day of December, 2002, in accordance with Section 120.60(3), Florida Statutes.

BY: 
 Anthony M. Waterhouse, P.E.
 Director - Surface Water Management
 Palm Beach Service Center

Certified mail number 7001 2510 0006 9137 6372

STANDARD LIMITING CONDITIONS

1. The permittee shall implement the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during the construction period, including full compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters.
2. Water quality data for the water discharged from the permittee's property or into surface waters of the State will be submitted to the District as required by Section 5.9, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District". Parameters to be monitored may include those listed in Chapter 62-302, F.A.C.. If water quality data is required, the permittee shall provide data on volumes of water discharged, including total volume discharged during the days of sampling and total monthly discharges from the property or into surface waters of the State.
3. This permit shall not relieve the permittee of any obligation to obtain necessary federal, State, local or special district approvals.
4. The operation phase of this permit will not become effective until the District's acceptance of certification of the completed surface water management system. The permittee shall request transfer of the permit to the responsible operation entity accepted by the District, if different from the permittee. The transfer request can be submitted concurrently with the construction completion certification.
5. All road elevations shall be set in accordance with the criteria set forth in Section 6.5, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
6. All building floor elevations shall be set in accordance with the criteria set forth in Section 6.4, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
7. Off-site discharges during construction and development will be made only through the facilities authorized by this permit.
8. A permit transfer to the operation phase shall not occur until a responsible entity meeting the requirement in Section 9.0, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District" has been established to operate and maintain the system. The entity must be provided with sufficient ownership or legal interest so that it has control over all water management facilities authorized herein.
9. The permit does not convey to the permittee any property rights or privileges other than those specified in the permit and Chapter 40E-4, F.A.C..
10. 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, operation, maintenance or use of any facility authorized by the permit.
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. Within 30 days of issuance of this permit, the permittee or authorized agent shall notify the District (via the supplied construction commencement notice or equivalent) of the actual or anticipated construction start date and the expected completion date.
13. When the duration of construction exceeds one year, the permittee or authorized agent shall submit

STANDARD LIMITING CONDITIONS

construction status reports on an annual basis (via the supplied annual status report or equivalent) beginning one year after the initial commencement of construction.

14. Within 30 days after completion of construction of the surface water management system, the permittee or authorized agent shall file a written statement of completion and certification by a Florida registered professional engineer. These statements must specify the actual date of construction completion and must certify that all facilities have been constructed in substantial conformance with the plans and specifications approved by the District (via the supplied construction completion/certification or equivalent). The construction completion certification must include, at a minimum, existing elevations, locations and dimensions of the components of the water management facilities. Additionally, if deviations 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.
15. Within 30 days of any sale, conveyance or other transfer of any of the land which is proposed for development under the authorization of this permit, the permittee shall notify the District of such transfer in writing via either Form 0483, Request for Permit Transfer; or Form 0920, Request for Transfer of Surface Water Management Construction Phase to Operation Phase (to be completed and submitted by the operating entity), in accordance with Sections 40E-1.6105 AND 40E-4.351, F.A.C..
16. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.
17. 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.
18. It is the responsibility of the permittee to insure that adverse off-site water resource related impacts do not occur during construction.
19. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C..

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on December 9, 2007.
2. Operation of the surface water management system shall be the responsibility of the North Springs Improvement District.
3. 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.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. 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.
6. 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.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. 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.
9. All special conditions and exhibits previously stipulated by Permit Number 06-00073-S remain in effect unless otherwise revised and shall apply to this modification.
10. Reference is made to Exhibit No. 2, Sheets T-2, C-1 through C-13, C-17, C-19, C-20 and D-1 through D-4 by the North Springs Improvement District, consisting of paving, grading, and drainage plans and detail sheets. The drawings have been signed and sealed by Jane C. Early, P.E., of Gee and Jensen EAP, Inc. on October 24, 2002 and have been included in this permit by reference (please see permit file).

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified pursuant to Rules 40E-4.331 and 40E-4.441, F.A.C., the duration of a surface water management permit issued under this chapter is as follows:

(a) Two years from the date of issuance for Conceptual Approval, unless within that period an application for a construction and operation permit is filed for any portion of the project. If an application for a construction and operation permit is filed, then the Conceptual Approval remains valid until final action is taken on the application. If the application is granted, then the Conceptual Approval is valid for an additional two years from the date of issuance of the construction and operation permit. Conceptual Approvals which have no applications for construction and operation filed for a period of two years will expire automatically.

(b) Five years from the date of issuance for a construction permit.

(c) Perpetual for an operation permit.

(2) The Governing Board shall issue permit extensions provided that a permittee files a written request with the District showing good cause. 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.

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

(a) the effective date of the local government's comprehensive plan amendment,

(b) the effective date of the local government development order, or

(c) the date on which the district issues the Conceptual Approval, or

(d) the latest date of the resolution of any Chapter 120 or other legal appeals.

(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) Modifications to construction permits issued pursuant to a formal permit application extend the duration of the permit for three years from the date of issuance of the modification. Construction permit modifications do not extend the duration of a Conceptual Approval.

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

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

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

a. Formal Administrative Hearing:

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

b. Informal Administrative Hearing:

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

c. Administrative Complaint and Order:

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

d. State Lands Environmental Resource

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

e. Emergency Authorization and Order:

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

f. Order for Emergency Action:

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

g. Permit Suspension, Revocation,

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

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

Such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or structure that violates the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.63, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

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

PRIVATE PROPERTY RIGHTS PROTECTION ACT

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

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

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

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take a final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

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

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

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

VARIANCES AND WAIVERS

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

- (a) the caption shall read: (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and facsimile number of the petitioner;

- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;

- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

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

- a) the specific facts that make the situation an emergency; and

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

WAIVER OF RIGHTS

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

28-106.201

INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

- (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

- (f) A demand for relief.

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

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

28-107.004 SUSPENSION, REVOCATION, ANNULMENT,
OR WITHDRAWAL

Requests for hearing filed in accordance with this rule shall include:

- (a) The name and address of the party making the request, for purposes of service;
- (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
- (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

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

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

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

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

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

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

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

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

28-107.005 EMERGENCY ACTION

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

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

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.50, F.S.

40E-1.611 EMERGENCY ACTION

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

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

Included with this letter/permit is a brochure from the Florida Department of Environmental Protection (DEP) on Florida's National Pollutant Discharge Elimination System (NPDES) program for construction activities. As the brochure indicates, the U.S. Environmental Protection Agency authorized the DEP in October 2000 to implement the NPDES stormwater permitting program in Florida. The District is assisting DEP by distributing this information to entities which may be subject to regulation under the NPDES program. No response to the District is required.

A "Generic Permit for Stormwater Discharge from Construction Activities that Disturb Five or More Acres of Land" is required for a construction activity which contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system and disturbs five or more acres of land. A permit is required for less than five acres if the activity is part of a larger common plan of development or sale that will meet or exceed the five acre threshold.

The permit required under DEP's NPDES stormwater permitting program is separate from the Environmental Resource Permit required by the District. Receiving a permit from the District does not exempt you from meeting the NPDES program requirements.

If you have any questions on the NPDES program, there are DEP phone numbers, mailing addresses and internet web page addresses in the brochure. The DEP web site, at www.deo.state.fl.us/water/stormwater/npdes/, provides information associated with the NPDES program including all regulations and forms cited in the brochure.

Last Date For Agency Action: December 24, 2002

GENERAL SURFACE WATER MANAGEMENT STAFF REPORT

Project Name: University Drive

Permit No.: 06-00073-S

Application No.: 020308-4

Application Type: Surface Water Management (General Permit Modification)

Location: Broward County, S33/T47S/R41E
S4/T48S/R41E

Permittee: Watermark Communities Inc
North Springs Improvement District

Operating Entity: North Springs Improvement District

Project Area: 21.38 acres

Project Land Use: Highway

Drainage Basin: HILLSBORO CANAL

Receiving Body: NSID Master System

Class: CLASS III

Special Drainage District: North Springs Improvement District

Conservation Easement To District: No

Sovereign Submerged Lands: No

PROJECT PURPOSE

This application is a request for modification of Permit No. 06-00073-S for the construction and operation of a surface water management system to serve a 21.38 acre roadway project known as University Drive. In addition, authorization is requested for construction of the NSID boundary dike from the University Drive terminus northward to the future County Line Road and westward for approximately 1 mile. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The proposed roadway portion of this application is located between the existing terminus of University Drive at Holmberg Road and will extend to approximately 800 feet north of the intersection with Trails End. The site is located within the City of Parkland and the North Springs Improvement District (NSID) and will form the eastern boundary of the North Springs Improvement within the area incorporated into the NSID as Supplement 3. The applicant is also requesting to construct a boundary dike from the end of University Drive northward to the future County Line Road and then westward for approximately 1 mile. The project is also located adjacent to the Parkland Golf and Country Club development within the NSID (Application No. 020412-5).

There are no wetlands or other surface waters located within or affected by the proposed project.

PROPOSED PROJECT:

Proposed is the modification of Permit No. 06-00073-S for the construction and operation of a surface water management system to serve the extension of University Drive from Holmberg Road to approximately 800 feet north of Trails End. The proposed surface water management system will consist of inlets, culverts, swales, and wet detention areas which will provide water quality treatment and attenuation and which will be connected to the NSID master system. In addition, the applicant is requesting construction for the NSID boundary dike from the University Drive terminus northward to the future County Line Road and then westward for approximately 1 mile.

The project engineer submitted calculations to demonstrate that the required on-site minimum storage at the 10-year and 100-year stages for the NSID's West Basin will be provided. As this project is located within the boundaries of the Water Preserve Area Basin as defined in Chapter 40E-41.323, water quality treatment is being provided for 150% of the required amount.

LAND USE:

Construction:
Project:

	This Phase	Total Project	
Pavement	8.86	8.86	acres
Pervious	6.02	6.02	acres
Water Mgmt Acreage	6.50	6.50	acres
Total:	21.38	21.38	

WATER QUANTITY:

Discharge Rate :

The proposed project is consistent with the land use and site grading assumptions from the design of the master surface water management system for the North Springs Improvement District's West Basin. Therefore, the surface water management system for this project has not been designed to limit discharge for the design event to a specified rate.

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Site	21.38	7.77	7.00	Master System

WATER QUALITY:

As this project is located within the boundaries of the Water Preserve Area Basin, water quality treatment is being provided for 150% of 2.5 inches times the percentage of imperviousness (for a total of 1.49 inches) within two proposed lakes located within the Parkland Golf and County Club development.

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-4361(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.

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that dewatering is not required for construction of this project. 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 general permit issued pursuant to Section 40E-20 FAC.

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.

DCA/CZM Consistency Review:

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

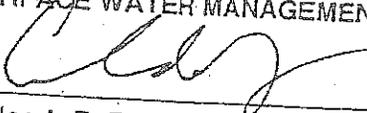
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

SURFACE WATER MANAGEMENT:



Carlos A. DeRojas, P.E.

DATE: 12/4/02

NATURAL RESOURCE MANAGEMENT:



Anita R. Bain

DATE: 12/4/02

STAFF REPORT DISTRIBUTION LIST

UNIVERSITY DRIVE

Application No: 020308-4

Permit No: 06-00073-S

INTERNAL DISTRIBUTION

- X Eric P. Bergquist - 4220
- X Nirmala Jeyakumar - 4250
- X Anita R. Bain - 4250
- X Carlos A. DeRojas, P.E. - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Azizi - 4230
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - Watermark Communities Inc
- X Permittee - North Springs Improvement District
- X Engr Consultant - Gee And Jenson

GOVERNMENT AGENCIES

- X Broward County - BCDPEP
- X Broward County - Director, Water Mgmt Div
- X Broward County Engineer
- X City of Parkland
- X Div of Recreation and Park - District 7 - FDEP
- X Florida Fish & Wildlife Conservation Commission -
Bureau of Protected Species Mgmt
- X North Springs Improvement District

OTHER INTERESTED PARTIES

- X Audubon of Florida - Charles Lee
- X Water Management Institute - Michael N. Vanatta



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 666-8800 • FL WATS 1-800-452-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24 - 06
Environmental Resource Regulation Department

PRE- AND DURING CONSTRUCTION REQUIREMENTS:

- ◆ Permit conditions require these forms to be completed and submitted to District staff within specified time frames.
- ◆ These forms are provided to the **PERMITTEE ONLY**, as the entity responsible to satisfy permit conditions, and not his or her agent.

CONSTRUCTION COMMENCEMENT NOTICE (Form No. 0960)

- For Environmental Resource / Surface Water Management Permits
- Submit within 30 days of permit issuance.
- If dates are not known, notify the District in writing to avoid post-permit compliance action; submit form once dates are determined. Be sure to reference both the application number and permit number on any correspondence.

ANNUAL STATUS REPORT FOR SURFACE WATER MANAGEMENT SYSTEM (Form No. 0961)

- For Environmental Resource / Surface Water Management Permits
- Submit yearly from the date of construction commencement if construction exceeds one (1) year.

(Rev 6/02)

GOVERNING BOARD

Trudi K. Williams, P.E., *Chair*
Lennart E. Lindahl, P.E., *Vice-Chair*
Dennis R. ...

Michael Collins
Hugh M. English
Cynthia R. ...

Patrick J. Gleason, Ph.D., P.C.
Nicolás J. Gutiérrez, Jr., Esq.
Hakley R. Thornton

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**Environmental Resource/Surface Water Management
Permit Construction Commencement Notice**

FORM 0960
08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Field Engineering Division

PROJECT NAME: _____ PHASE: _____

I hereby notify the South Florida Water Management District Field Engineering Division that construction of the surface water management system, authorized by Environmental Resource/Surface Water Management Permit No. _____ under Application No. _____ has commenced/is expected to commence on _____ 199__ and will require a duration of approximately ____/months ____/weeks ____/days to complete. Should the construction term extend beyond one year, I will submit Form No. 0961, Environmental Resource/Surface Water Management Permit Annual Status Report for Surface Water Management System Construction, to the District.

PLEASE NOTE: If the actual construction commencement date is not known, District staff should be so notified in writing. This will eliminate the necessity of further post permit compliance action concerning satisfaction of the Permit condition.

Permittee's or Authorized
Agent's Signature

Title and Company

Phone

Date



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-452-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24 - 06

Environmental Resource Regulation Department

POST-CONSTRUCTION REQUIREMENTS For projects remaining under single ownership

CONSTRUCTION COMPLETION / CONSTRUCTION CERTIFICATION (Form No. 0881)

- For Environmental Resource / Surface Water Management Permits
- Submit within 30 days of construction completion
- A Florida registered professional engineer must certify that all surface water management system facilities are constructed in substantial conformance with plans and specifications approved by the District
- Required by Sections 373.117 and 373.419, Fla. Stat.
- If another certification form is used by the engineer, it must address all components of the surface water management system
- Statement that all permit conditions are satisfied

(Rev 6/02)

GOVERNING BOARD

li K. Williams, P.E., *Chair*

mart E. Lindahl, P.E., *Vice Chair*

Michael Collins

Patrick J. Clancy, P.E.

EXECUTIVE OFFICE



Environmental Resource/Surface Water Management Permit
Construction Completion/Construction Certification

FORM 0881
08/95

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Compliance Division

SUBJECT:

PERMIT NO. _____
PROJECT NAME: _____
LOCATION: COUNTY _____

APPLICATION NO. _____
PHASE: _____
SEC / TWP / RGE _____

The subject surface water management system has been designed, constructed and completed as follows: (use additional sheets if needed):
Completion Date: Month _____ Day _____ Year _____

Discharge Structure:

PERMITTED

EXISTING

Weir Feeder Type	Width Dimensions	Crest Invert	Width Dimensions	Crest Invert
_____	_____	_____	_____	_____

Retention/Detention Area: (if applicable)

ID Size Side Slopes (H:V)	ID Size Side Slopes (H:V)	ID Size Side Slopes (H:V)	ID Size Side Slopes (H:V)
_____	_____	_____	_____

Please indicate the location of the appropriate bench mark(s) used to determine the above information on the record drawings (Reference 40E-4.381(1)(f), Florida Administrative Code). All elevations should be according to National Geodetic Vertical Datum (NGVD) (Reference 2.9 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District).

I HEREBY NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE DISTRICT. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH NOTATIONS NOTED, IF APPLICABLE]. I HEREBY AFFIX MY SEAL THIS _____ DAY OF _____.

Engineer's Signature and Seal

Name (Please Print) FLA. Registration No.

Parkland Golf & Country Club

Residential Development Guidelines
WCI Communities, Inc.

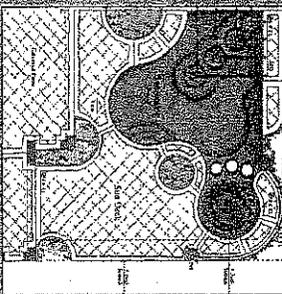
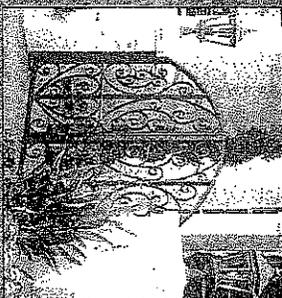
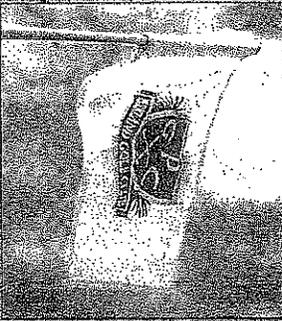
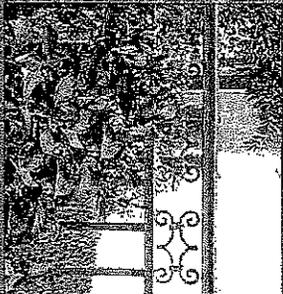
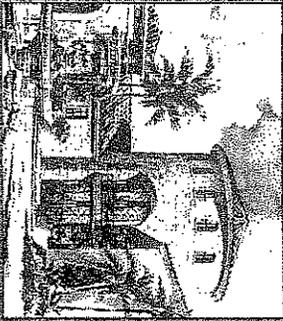




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PURPOSE OF GUIDELINES

Parkland Golf & Country Club has been meticulously conceived, planned, and executed by the Declarant, and it is the purpose of the Parkland Golf & Country Club Declaration (the "Declaration") and these Residential Development Guidelines (the "Guidelines") to ensure continuation of these standards. Therefore, the Declarant is exempt from these Guidelines as provided for in the Declaration. These Guidelines are intended to be used in connection with the Declaration and all defined terms used herein shall have the same meaning as those used in the Declaration unless otherwise provided herein. Please refer to the Declaration for additional terms and conditions. These Development Guidelines do not supersede (except where more restrictive) or duplicate the Declaration, the Florida Building Code ("FBC"), other municipal, county, state, or federal regulations, or other legally binding contracts or agreements between the Developer and Owner. Any and all references to the Architectural Review Committee are summary in nature. Please refer to Article XI of the Declaration for a full overview of the Architectural Review.

ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee (the "ARC") shall be a permanent committee of the Foundation, established pursuant to Article XI of the Declaration and shall administer and perform the architectural and landscape review and control functions relating to Parkland Golf & Country Club. The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. One of the members of the ARC may be a paid consultant, e.g. an architect, at Declarant's option. Until the Completion Date, Declarant shall have the right to change the number of members of the ARC and to appoint, remove, and/or replace any or all of the members of the ARC. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event that any of the members appointed



by Declarant shall fail, refuse, or be unable to act, Declarant shall have the right to replace any such member(s) within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Completion Date, the Board shall have the same rights as Declarant with respect hereto.

GENERAL PLAN

It is the intent of the Declaration and these Guidelines to create a general plan and scheme of development for Parkland Golf & Country Club. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and Improvements within Parkland Golf & Country Club to be made by Neighborhood Associations and Owners other than Declarant. The ARC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed Improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which consent may be granted or denied in its sole discretion.

POWER AND DUTIES OF THE ARC

No Improvements shall be constructed on a Lot or Condominium Parcel; no exterior of a Home or Improvement on a Condominium Parcel shall be repaired, no landscaping, sign, or Improvements shall be erected, removed, planted, or maintained on a Lot or Condominium Parcel; nor shall any material addition to or any change, replacement, or alteration of the Improvements as originally constructed by Declarant (visible from the exterior of the Home or Condominium Parcel) be made until the plans and specifications



showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. The ARC shall also have the right to retain and pay outside consultants in relation to the exercise of any of the ARC's powers or duties hereunder.

PROCEDURE

In order to obtain the approval of the ARC, each Owner and Neighborhood Association shall observe the following:

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

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

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

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

E. Upon final disapproval, the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval (even if the members of the Board and ARC are the same). Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ARC or, if appealed, the Board shall be final and binding upon the applicant, his, her or its heirs, legal representatives, successors, and assigns.



F. Construction of all Improvements shall be completed within the time period set forth in the application and approved by the ARC.

ALTERATIONS

Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then-existing Improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

VARIANCES

The Foundation or ARC shall have the power to grant minor variances from any requirements set forth in this Declaration or in the architectural review requirements, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

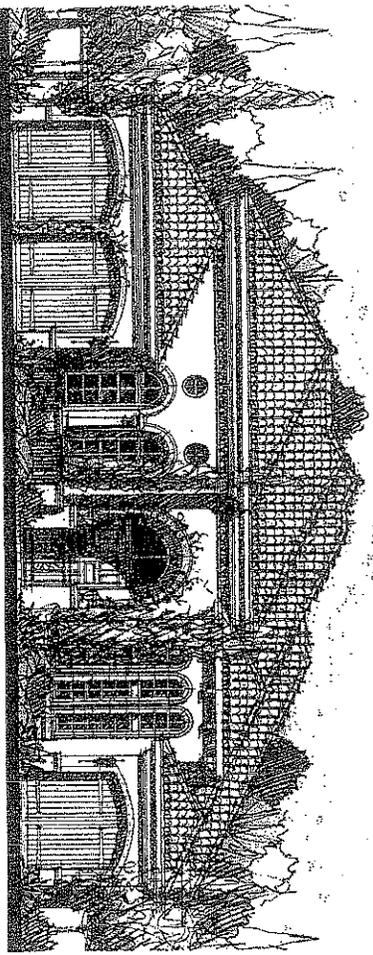


ARCHITECTURAL DESIGN CRITERIA

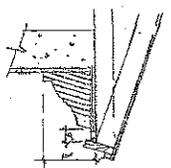
The design of a Home within Parkland Golf & Country Club shall reflect a design theme, style, or image consistent with the character of the community. Mixing design styles within a Home is discouraged and will not be approved. The styles include Italian Eclectic, Spanish Eclectic and Tuscan. Elements such as porches, towers, balconies, porticoes, historical detailing and de-emphasized garages will lend rich architectural flavor to the streets. The placement of improvements to the Home shall be such that the streetscape is enhanced and that outdoor accessory uses are respectful of existing vegetation, the golf course, and water features. The views from adjacent Homes shall not be adversely impacted. The following portfolio of images illustrates the variety of architectural detail that enlivens Parkland Golf & Country Club Homes.

Elements typical to the Italianate style in Parkland Golf and County Club:

- Arched and Squared Openings with Classical Stone Trim
- Classical Columns at Featured Locations
- Divided Window Panes
- Classical Eave and Fascia Profile

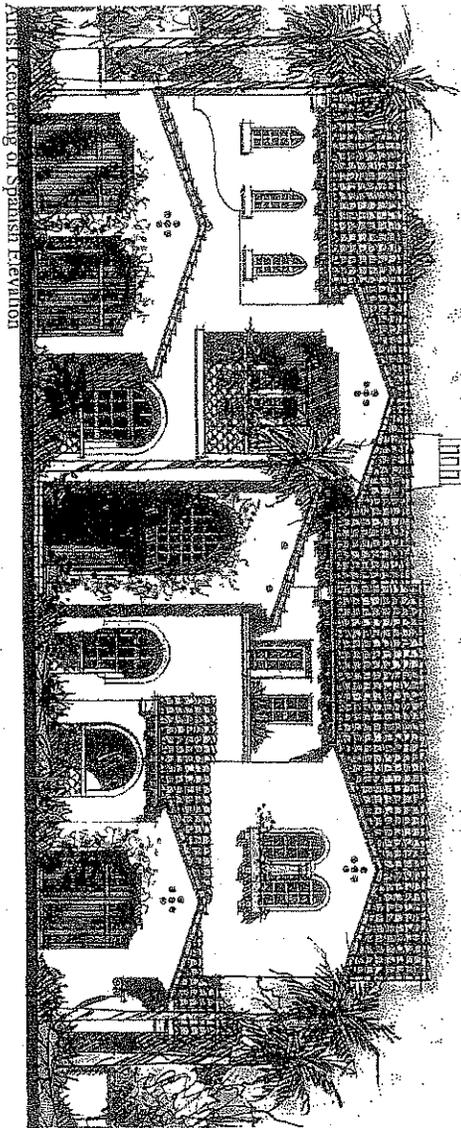


Artist Rendering of Italianate Elevation

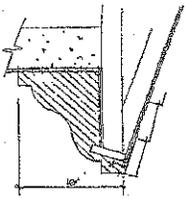


Artists Rendering of detail of eave





Artist Rendering of Detail of Eave



Elements typical to the Tuscan elevations in Parkland Golf and Country Club:

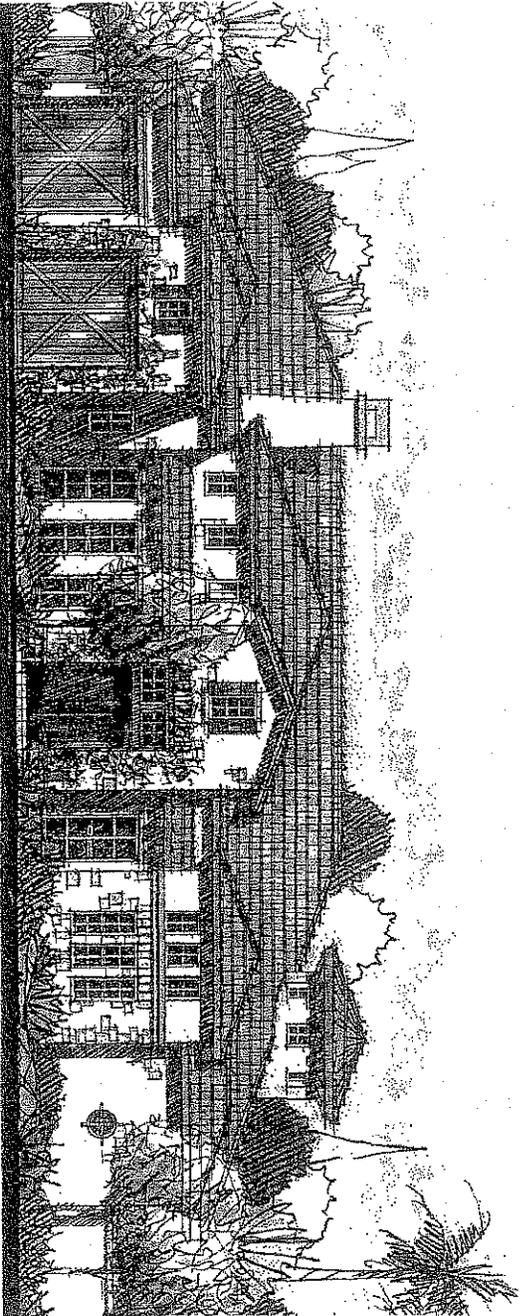
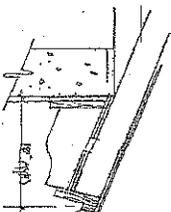
- Elaborated Chimney Tops
- S-Tile Roofs
- Tile Roof Vents
- No Overhang at the Gable Ends
- Fully Arched Openings
- Divided Window Panes
- Profiled Rafter Tails at Eaves



Elements typical to the Tuscan elevations in Parkland Golf and Country Club:

- Divided Window Panes
- Stucco Lintels over Window Openings
- Rustic Window Shutters
- Profiled Stucco Window Sills
- Rough Stone Facing at Selected Areas
- Roof overhang at the Gable Ends
- Deep Eave and Fascia Profile
- Decorative Chimney Tops

Artist Rendering of Detail of Eave

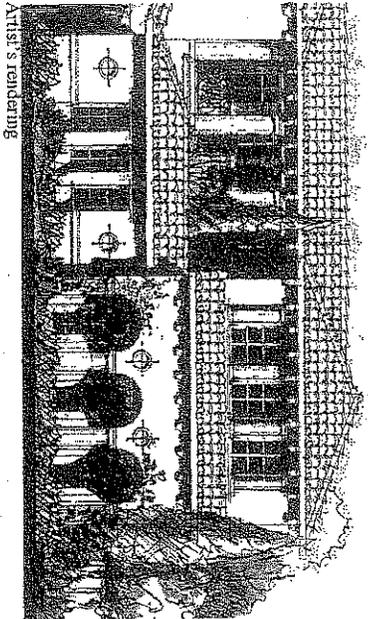


Artist Rendering of Tuscan Elevation

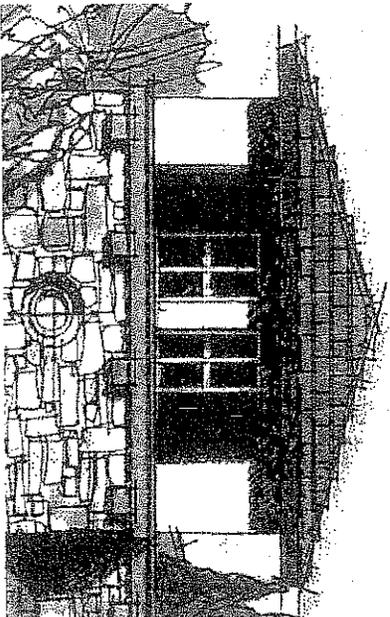
ELEVATIONS

The mass and scale of all buildings shall be visually appealing through the use of architectural detailing, reveals, windows, patio walls, balconies, and varied elevations of roof lines.

Window openings shall be articulated through the use of shutters, projecting lintels, sills or surrounds such as pre-cast stone, faux stone or stucco banding. Awnings, decorative shutters and permanent hurricane shutters, when utilized, shall be designed as an integral part of the building elevation.



Artist's rendering

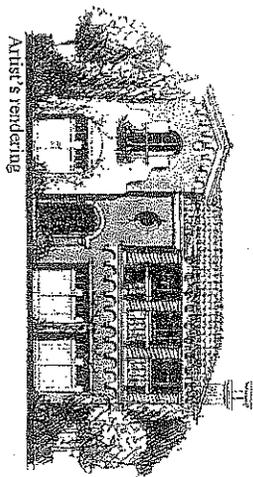


Artist's rendering

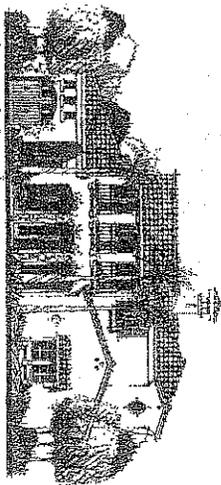


Incorporating some of the following features into the elevations is strongly recommended:

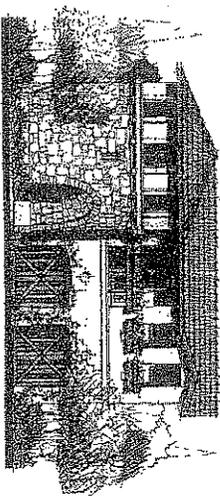
- Porches/Venandas/Balconies
- Roof terraces
- Towers
- Balustrades
- Arches and Columns
- Bay Windows/Rooms
- Corbels, Keystones
- Transoms and Sidelights
- Metal Gates and Railings
- Clerestory Windows
- Loggias and cloisters
- Trellises, Outlookers, Pergolas and Arbors
- Low walls and Decorative Pottery
- Shutters
- Window Boxes



Artist's rendering



Artist's rendering



Artist's rendering



BUILDING FINISHES

Finishes permitted:

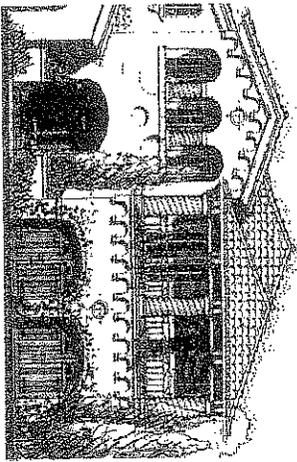
- Painted stucco
- Natural stone, pre-cast stone, faux stone
- Glass block (not to be visible on front elevation, limited use)

Finishes NOT permitted:

- Unfinished concrete block
- Reflective or mirrored glass
- Raw aluminum or aluminum/vinyl siding
- Hardboard or particle board

All other products not listed will be reviewed on a case by case basis.

Artist's rendering



Decorative Glass Block



Faux Stone



Precast Stone



Natural Stone



Painted Stucco



COLORS

Colors must be consistent and compatible with the character of the Neighborhood and community.

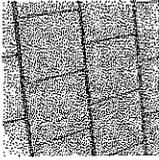
All exterior colors, including original and future color changes proposed by Owner must be approved in accordance with the Declaration and these Guidelines. In addition, Owner may be required to paint a color sample on the residence before written approval is granted.

ROOFS

Roofs shall have a minimum pitch of 3:12 and maximum pitch of 5:12 unless otherwise specifically approved to maintain compatibility with the style of the Homes. Patio, loggia, or lanai roofs shall be designed with architectural detailing to match that of the principal building.

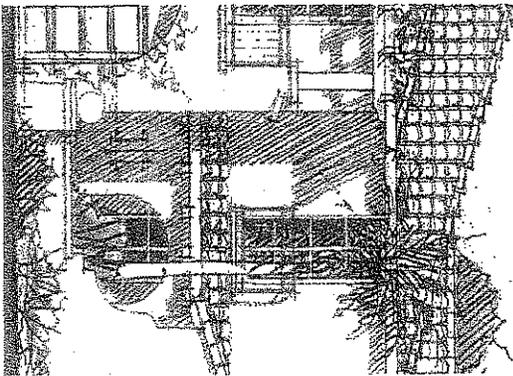
Materials permitted:

- Flat or "S" color impregnated concrete tile
- Barrel clay tile
- Slate
- Metal roofs as accents and as approved by the ARC (minimal use is recommended)



Materials NOT permitted:

- Asphalt shingles
- Aluminum shingles
- Wood shingles or shakes
- Roll roofing
- Standing seam prefinished metal (*Metal roofs may be used as accents and only as approved by the ARC - minimal use is recommended*)
- Insulated Aluminum Patio Roofs



Artist's rendering



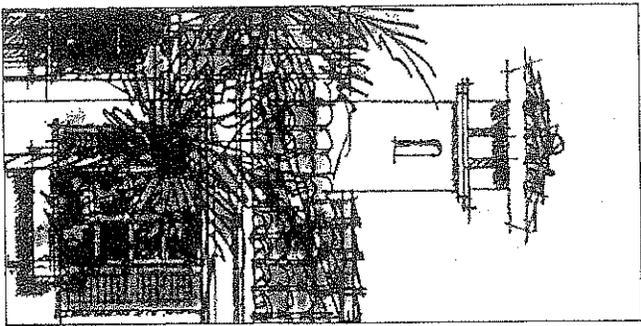
The ARC may, in its sole discretion, approve or disapprove the use of such new materials that may be developed at a future time. Flat roofs shall generally NOT be permitted unless they enhance the design of the structure, are small, or will not be visible from another Lot, Foundation Property, or Golf Club Property.

ROOF VENTS

All roof mounted vents and stacks shall be painted to match the color of the roof. Care should be taken in order that the paint vendor does not use paint left over from the trim to detail the roof vents and stacks which will result in a bold contrast between the roof tile and the roof vents and stacks. Wherever possible, all stacks and vents should be located toward the rear of the Home, away from street views.

CHIMNEYS

All chimneys shall be substantially proportioned and the stucco painted the same color as the body of the Home. Chimneys shall be capped with either a tile or painted metal cap type roof and accented with stucco or ceramic banding. Each chimney shall be consistent with the style of the Home.



Artist's rendering

DRIVEWAYS, WALKWAYS AND REAR PATIOS

The driveway materials shall be unified with walkways and streets by respecting the material color and texture in its entirety. Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street curb, gutter or pavement does not extend beyond straight-line projection of the side property line of the Lot served by the driveway. In no event, shall the driveway surface be less than five (5) feet from the side Lot line. Please refer to the section on Sidewalks for additional information.

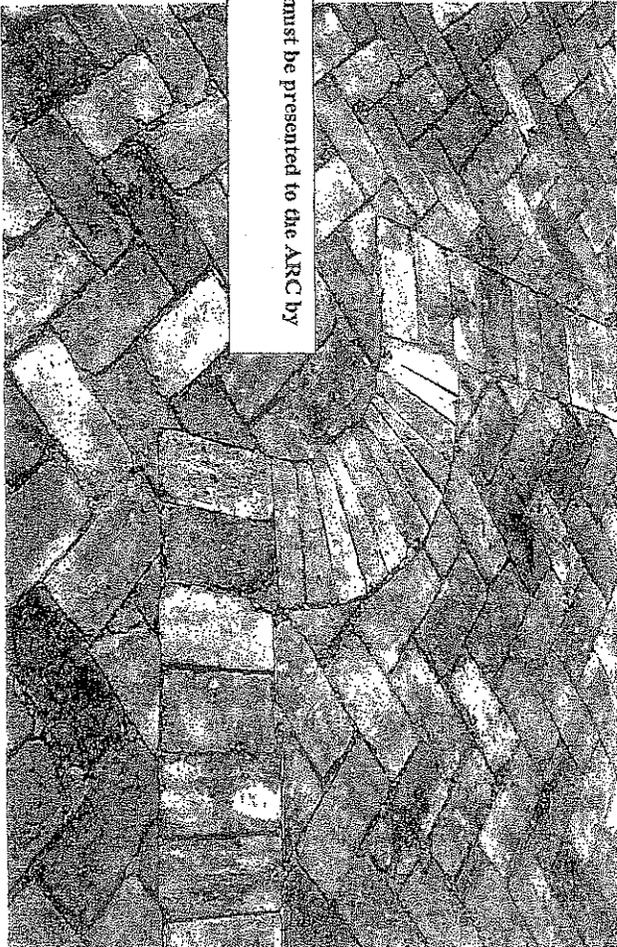
Materials permitted:

- Concrete pavers
- Set stone or old brick
- Specially treated concrete

Materials NOT permitted:

- Plain or stamped concrete
- Asphalt
- Gravel
- Chertatoochee stone

Any other desired material must be presented to the ARC by actual sample for review.



GARAGES AND STORAGE AREAS

No garage shall be erected which is separated from the Home on a Lot, unless enclosed within a courtyard or otherwise attached or integrated into the design of the Home. Each Home on a Lot shall have sufficient garage space to accommodate no less than two automobiles.

All garage doors must be equipped

with automatic door operators/closers. No unenclosed storage area

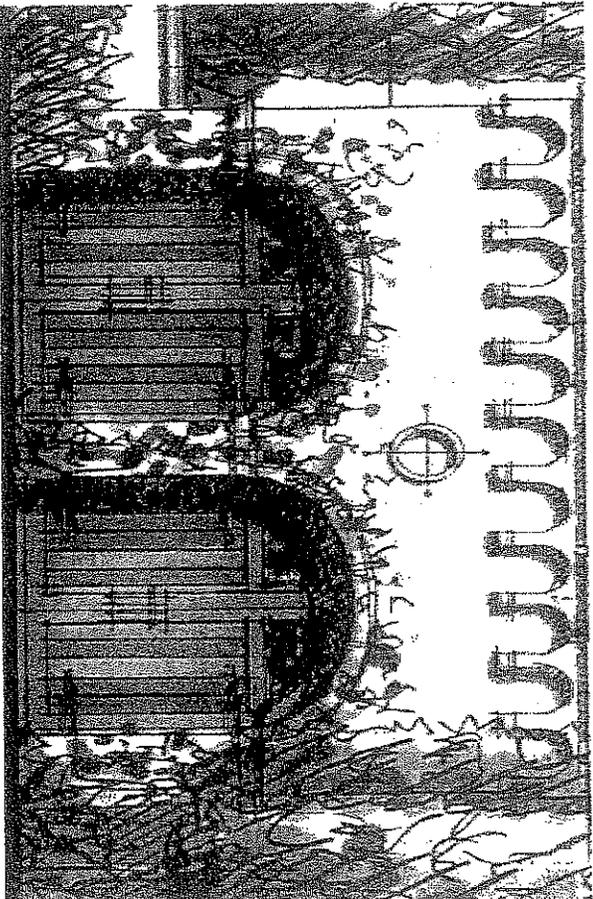
shall be permitted. No enclosed storage area shall be erected which

is separated from the Home unless incorporated into the

design of the structures and so approved.

EXTERIOR ATTACHMENTS TO HOMES

No awnings, canopies, decorative shutters, Hurricane Shutters or similar additions shall be attached to the exterior of any Home or Improvement on a Condominium Parcel without approval in accordance with the Guidelines and Declaration. The hanging of laundry, clothing, rugs, or any other articles on railings, fences, hedges, or walls is prohibited. Decorative objects such as weather vanes, statuary, birdbaths, fountains, rock waterfalls, lawn art and the like shall not be placed or installed in Parkland Golf & Country Club without approval of the ARC in accordance with the Guidelines and Declaration.



Artist's rendering

No outside antennas, satellite receptor dishes, or devices or any other type of electronic device now in existence or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal, shall be allowed unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those satellite dishes that are a meter in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 11.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time and in accordance with the Declaration. No ham radios or radio transmission equipment shall be operated in Parkland Golf & Country Club without the prior written consent of the Board. If such device is permitted by the Board, adequate screening of same from offsite view shall be required, and the plans, location and method of screening shall be submitted to the ARC for approval prior to installation.

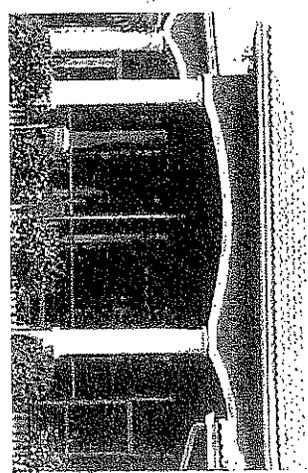
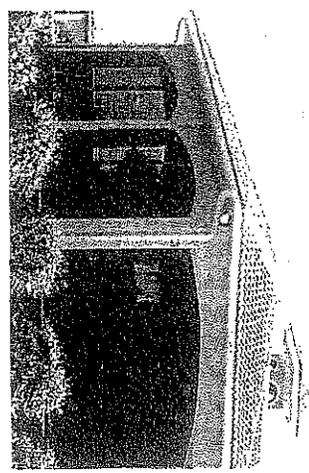
SCREEN AND POOL ENCLOSURES

Screen enclosures on a Home shall not be permitted unless the screen enclosure plans, specifications, elevations, and location are first approved by the Developer or the ARC. It is required that on Lots with a front property

line of 85 feet or wider that the vertical elements of the screen and pool enclosure be constructed of columns, pillars, posts, pilasters, or similar architectural properties, which complement the architectural style of the Home.

The exterior framing elements of the enclosure shall be of the same design and material of the Home.

Any aluminum framework that is required as part of the design must be dark bronze in color. Screen material must also be a dark color. Owners of Lots in the Bella Fior or Alhambra collection may construct an aluminum screen enclosure consisting of only dark bronze framework. Screen material must also be a dark color. Screen enclosures shall not be allowed in the side yard or the front yard between the house and the street or enclosing any entryway to the front door. Two (2) story screen enclosures shall not be permitted.





EXTERIOR LIGHTS

No exterior lighting fixtures or decorations shall be placed in or about Parkland Golf & Country Club unless approved in accordance with the Guidelines and Declaration. Landscape accent lighting (uplights and downlights) are recommended instead of flood lights, and must be directed so as not to adversely affect vehicular traffic nor adjacent properties. No colored lenses or bulbs shall be permitted. Motion flood lights must be positioned so as not to adversely affect adjacent properties.

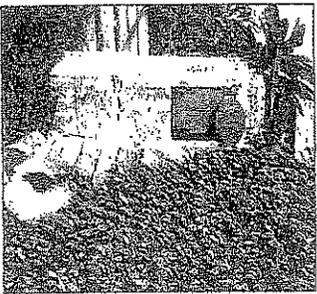
MAILBOXES

Mailboxes are standardized and have been selected by Declarant. There are three different sizes of mailboxes chosen for Parkland Golf & Country Club. The size of the lot will determine the scale of the mailbox. Please refer to the map index located on page 21. A large square mailbox has been selected for estate size lots and should be built into a structure that compliments the architectural style, materials, and colors of the Home. (Estate Mailbox) The map depicts the mailbox scheme permitted for each Home. The "Standard" mailbox will be required in Bella Flor and Alhambra. Gables Estates and Club Estates Collections will have a "Large Standard" mailbox. Contact the Declarant for information regarding a local source for the mailboxes. Seattlelux, Inc. is the current mailbox manufacturer.

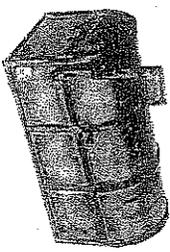
"Standard" mailbox



"Estate" size square mailbox



"Large Standard" mailbox option for specific Homes

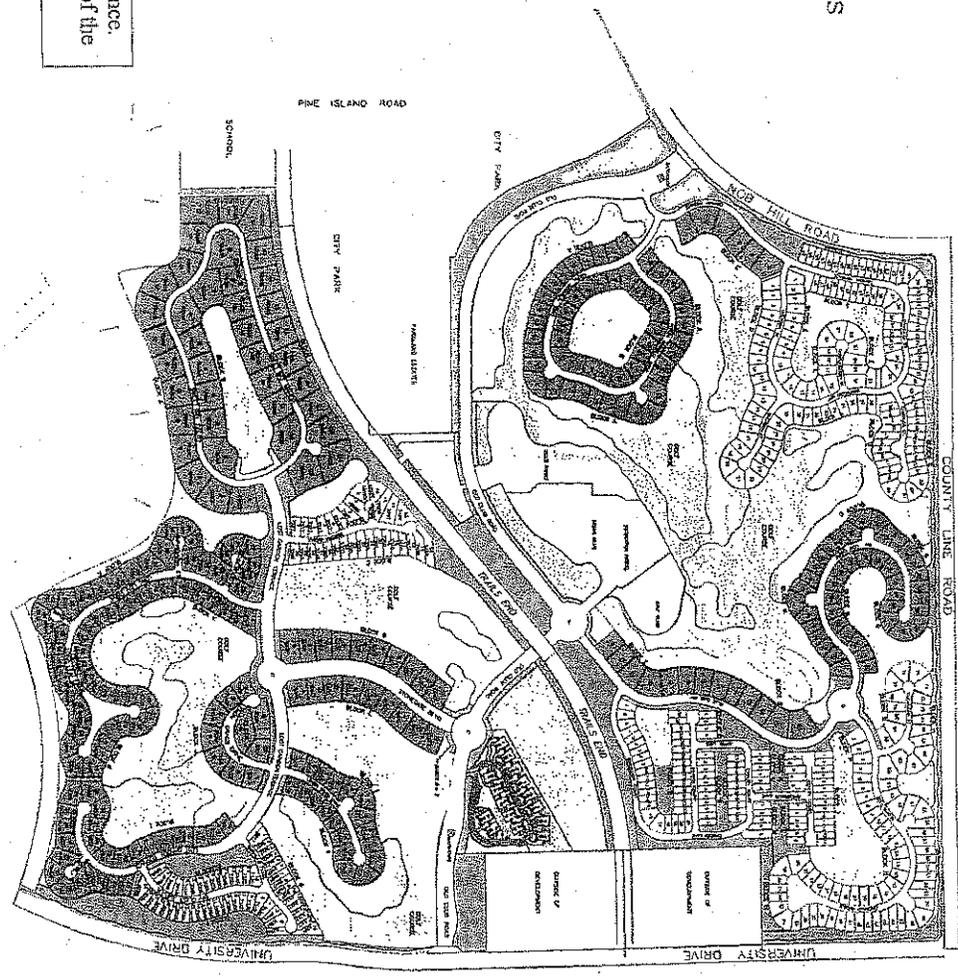






MAILBOX DESIGNATIONS

-  ESTATE SIZE
-  STANDARD MAILBOX
-  LARGE STANDARD

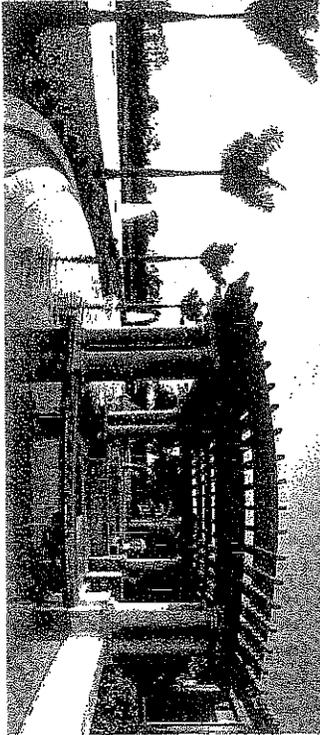


Mail Box Designation Map (Not to scale)

This drawing is conceptual only and for the convenience of reference. It should not be relied upon a representation, express or implied, of the final size, location, or dimension of any Lot or build area.

SWIMMING POOLS, SPAS AND HOT TUBS

The design and location of all swimming pools, spas and hot tubs must be approved by the ARC. Above ground pool and above ground spas are not permitted unless they are integrated into the design of the Home and specifically approved by the ARC. Direct drainage of water from swimming pools, spas, or hot tubs into any common area, waterway, or preserve area shall not be permitted.



TENNIS COURTS

Subject to approval of the ARC, tennis courts are permitted in the custom estate Lots only (200x200 lots) and must adhere to the required building setbacks. No lighting is permitted. All court fencing must have black vinyl coating, wind screens, and heavy landscaping to soften impact from views outside the Lot. Height of tennis court fencing may be restricted as determined by the ARC depending upon the location of the courts and the visual impact from adjacent Lots.

IMPACT RESISTANT GLASS and HURRICANE SHUTTERS

Any hurricane shutters or other protective devices visible from the outside of a Home shall be of a type approved by the ARC and in accordance with the Declaration. Approval by the ARC of any hurricane shutters or other protective devices shall not be deemed an endorsement of their effectiveness.

GENERATORS

All installation and location of a generator requires the approval of the ARC. Generators are not to be visible from adjacent Lots or common areas and should not adversely impact adjoining Lots with high noise output.

WALLS, FENCES AND GATES

Any walls and fences on Lots and Condominium Parcels must be approved by the ARC, in its sole and absolute discretion and in accordance with the Declaration. Walls and gates shall be designed as an extension of the architectural mass and shall be detailed to unify the entire site. Their use is encouraged to allow a series of entrances and levels that increase interest and outward views. Walls, fences and gates shall not unreasonably block golf course, water feature, or natural preserve views of adjacent Lots. No privacy wall or solid fence may be used on the rear property line or on the side property line in the rear setback area. This is done in order to avoid disrupting cross views from adjacent Lots. No wall or fence shall be constructed on a Lot with a height of more than six (6) feet above the finished lot grade. A wall, fence, or enclosure shall only be constructed of materials and with a design and color approved by the ARC of the Parkland Golf & Country Club. No chain link fencing or wood fencing shall be allowed except for ARC approved tennis courts.

Wall/fence materials permitted:

- Galvanized steel picket
- Aluminum picket
- Wrought iron
- Concrete block with stone veneer

Fence colors permitted:

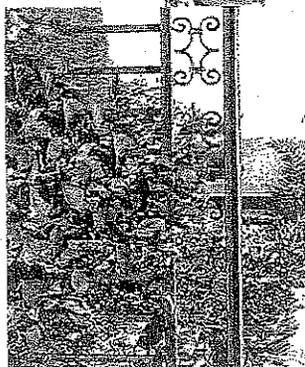
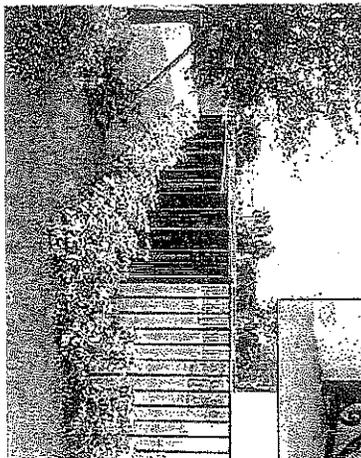
- Bronze

Fence colors NOT permitted:

- White

Wall/fence materials NOT permitted:

- Wood
- Concrete block with stucco veneer
- Chain link (except for black vinyl clad on tennis courts with wind screens and landscaping)

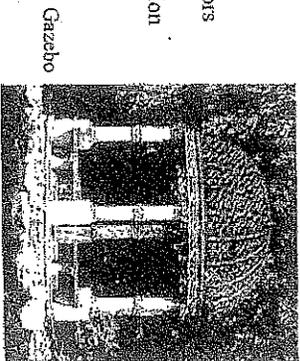


All fences require the planting of shrubs at the base of the fence to soften the impact of the fence on Neighborhood views. The species of shrub or flowering plant is the Owner's choice, but must be eighteen (18) inches tall at planting and placed one (1) plant every three and one half (3.5) feet apart or less. The plants may be maintained at (18) eighteen inches tall.



ACCESSORY STRUCTURES AND ENCLOSURES

The overall design theme of a Home can be accented through the use of structures such gazebos, cabanas, BBQs, covered patios and arbors which match the architectural style of the Home. All accessory structures shall be compatible with the Home in material and configuration while maintaining required setbacks and require approval of the ARC. Detached storage buildings and tool sheds are **not** permitted.



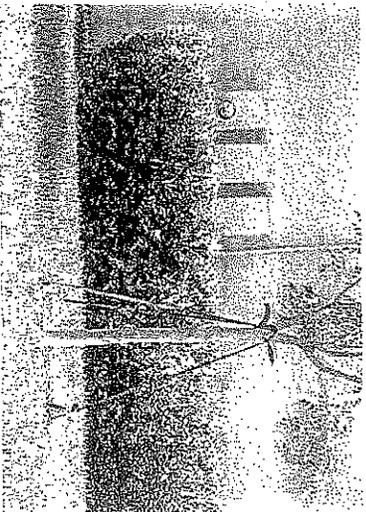
Gazebo

UTILITY DETAILS

No mechanical equipment is to be placed on roofs. Solar panels are permitted with location approved by the ARC. No solar collectors or devices shall be allowed without approval in accordance with the Declaration, provided the requirements of Section 163.04(2), Florida Statutes, or any other applicable laws are met. Any such collector or device shall be located so as not to be readily visible from surrounding streets or Lots and shall be compatible in color and design with the Homes to which they are attached. Window or wall mounted air conditioner units are not permitted. All homes are to be pre-wired for cable TV, telephone, computer lines and a hard wire security and fire alarm system. Adequate screening, as determined by the ARC, is required for the following by the use of shrub material or decorative walls within required setbacks.

- Air conditioner units
- Utility boxes and meters
- Pool pumps and heaters
- Irrigation pumps and backflow prevention devices
- Generators
- Trash containers
- Any other utility device

Utility Hedge



ABOVE-GROUND STORAGE TANKS

No above-ground storage tanks shall be permitted on any part of the Neighborhoods. Up to five (5) gallons of fuel or 20 pounds of propane gas may be stored on each Lot for emergency purposes and for the operation of lawn mowers, barbecue gas grills and similar equipment. These fuel tanks must be stored out of view when not in use or attached to equipment. Larger above ground gas storage tanks are not permitted. In-ground propane gas tanks are permitted on larger lots and require ARC approval.

TRASH REMOVAL AND STORAGE

All Lots must provide for garbage, trash, and refuse removal. Trash containers are to be placed at the curbside no earlier than the evening before pick up and retrieved no later than the day of pickup. Fully enclosed storage facilities for garbage and trash containers shall be encouraged for each Home and shall be integrated into the architecture of the Home. Trash containers may also be stored behind a shrubbed decorative wall or fully screened behind an opaque wall of four (4) foot shrubbery that renders the trash storage fully hidden from street views and adjoining properties.

SWING SETS AND PLAY EQUIPMENT

Swing sets, play sets, jungle gyms, playhouses, sand boxes, trampolines or other play equipment may be installed with ARC approval provided they are (a) screened, fully landscaped, blocked from view of neighboring Homes and adjacent property and adhere to the required building setbacks; (b) are located in backyard or rear portion of the Home; (c) are less than eight feet (8') in height; and (d) are specifically approved by the ARC as to location, screening, size, shape, color, materials, and other factors deemed relevant by the ARC. All swing sets and play equipment must be screened with approved landscaping to soften impact from views outside the Lot. Any canvas type coverings must be hunter green or an earth tone color. Striped material is not allowed. Only wooden swing sets are permitted.



SIGNS

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Lot, except signs used or erected by Declarant, builder plan boxes, and signs required for legal proceedings. If permission is granted to any person to erect signs, the approval may restrict the size, color, lettering, placement, and duration of such signs.

CONSERVATION AREAS

There are wetland areas within Parkland Golf & Country Club designated as conservation areas. No activity, development, construction, or maintenance is to take place in those areas. Wildlife is not to be disturbed. There is to be no trespassing on the golf course or in the conservation areas.

LAKE LOTS AND WATER BODY LOTS

Each Owner whose Lot is adjacent to a lake or water body shall maintain and care for all land between such Owner's Lot and the shoreline of the lake or water body, as such shoreline may exist from time to time. Care must be taken to not disturb and adjoining conservation areas or wetland mitigation areas.

LANDSCAPE DESIGN CRITERIA

A landscape plan for each Lot shall be submitted to the ARC for review and approval. Such Landscape plan shall be prepared and sealed by a Florida Licensed Landscape Architect, who shall utilize a plant palette and theme harmonious with the landscape palette approved for Parkland Golf & Country Club. The palette emphasizes plants with a northern appearance, discouraging a tropical theme. The design must provide enrichment for both the short term and the long term appearance of Parkland Golf & Country Club. Owners shall be solely responsible for the cost and expense of preparing any landscape plans, the installation of all landscape materials, irrigation, and the maintenance and repair with respect thereto. The Parkland Golf & Country Club Foundation, Inc. may not change landscaping in the Parkland Golf & Country Club common areas without the prior written approval of the Declarant. No Owners may change the trees or shrubs on the Foundation Property, or any trees on any Lot which were installed prior to the conveyance of such Lot from Developer to Owner without approval of the Declarant or ARC.



Sample of permitted landscaping



PLANTING REQUIREMENTS

Specifications

All plant materials shall be Florida #1 Grade or better as outlined by the Florida Department of Agriculture and Consumer Services. The Developer or ARC may provide suggestions on material varieties and species.

Street Trees and Palms

Owner shall maintain the street trees or palms per the applicable site plan approval by the City of Parkland. Site conditions will be considered by Developer and ARC in regards to the positioning of street trees. Trees with invasive root systems shall not be planted unless a root barrier system acceptable to the ARC and utility company is provided. The ultimate size of canopy trees should be considered when located near structures, utilities, and other plant materials. Single trunk palms should be clustered in groups of odd numbers and located within planting beds versus open lawn. Tree and palm locations should complement the architectural lines of the structure. Flowering and accent trees are encouraged and should complement the structure in both shape and color.

Shrubs and Ground Cover

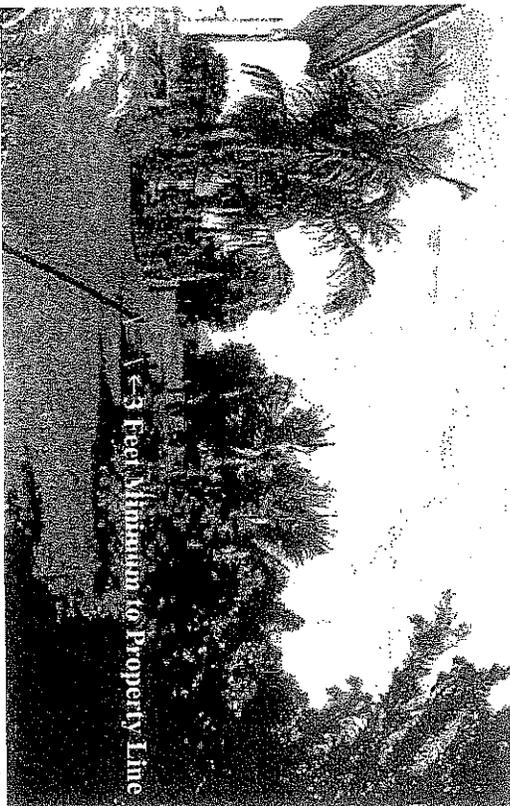
Shrub materials should be planted to provide a "layered" appearance with larger shrubs in the background stepping down to ground cover in the foreground. A limited palette of complementary plants is encouraged over a larger variety, and should form a continuous mass visually versus isolated plantings. Flowering and native shrub species are encouraged. Ground cover shall be spaced to provide 100% coverage within twelve (12) months of planting. Hedges and/or buffer planting beyond the rear building setback line shall not interrupt golf course or waterway views of adjacent lots. All landscape planting within the rear building setback is subject to ARC approval for type and height.

Grass - All areas not covered by structures, pavement, or landscape beds shall be sodded. Bahia grass is not permitted. The amount of grass area shall not exceed 40% of total site landscape area. The Owner is responsible for sodding and maintaining to the Lot's waterline and curbs.

Mulch - All planting beds shall receive a minimum three (3) inch layer of mulch. White rock, sand, pebbles, wood chips, or similar materials are not permitted except in limited quantities associated with planting beds and should be noted on plans and approved by the ARC.

SITE GRADING

Grading must direct and provide adequate flow of surface runoff to swales or drainage structures while contouring the land with proposed conditions on the Lot. Swales or drainage structures as noted on the paving and drainage plans shall not be modified by the Seller. Care is to be taken upon installation of an approved fence so that the swale elevation is not disturbed and drainage runs freely. Swales or drainage structures as noted on the paving and drainage plans shall not be modified by the Seller. Care is to be taken upon installation of an approved fence so that the swale elevation is not disturbed and drainage runs freely.



All planting beds adjacent to side Lot lines are to be held in a minimum of three (3) feet.



SELECTION OF PLANT MATERIAL

The selection of plant materials shall be predicated on the particular design function in the landscape. Compatibility and unity of design shall be achieved by the repetition of certain plant varieties and other landscape materials throughout Parkland Golf & Country Club. For the purpose of unity of design, the following plant list should provide the basis for landscape design. Proposed plant materials not included on the list will receive consideration on an individual basis as relates to function. The Owner is responsible for installation and maintenance of landscaping on the Lot and to any abutting road or water's edge, unless it is maintained by the Foundation.

Street Trees - Trees bordering roadway rights-of-way

<u>Botanical Name</u>	<u>Common Name</u>
Quercus virginiana	Live Oak (16'ht, 3" d.b.h, 6' c.t.)

Canopy Trees - Trees for open areas

<u>Botanical Name</u>	<u>Common Name</u>
Acer rubrum	Red Maple
Chrysophyllum oliviforme	Satin Leaf
Ilex x attenuata	East Palatka Holly
Juniperus silicicola	Southern Red Cedar
Magnolia grandiflora	Southern Magnolia
Magnolia virginiana	Sweetbay Magnolia
Pinus elliotii densa	South Florida Slash Pine
Quercus virginiana	Live Oak
Sweetenia mahagoni	Mahogany
Tabebuia caraiiba	Pink Tabebuia
Taxodium distichum	Bald Cypress





Palms- Monocot trees used for emphasis

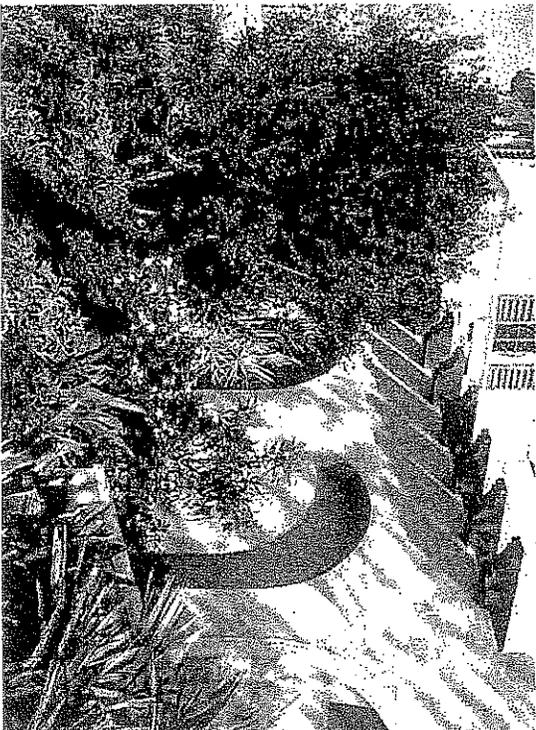
<u>Botanical Name</u>	<u>Common Name</u>
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera 'Medjool'	Medjool Date Palm
Phoenix sylvestris	Wild Date Palm
Sabal palmetto	Cabbage Palm
Thrinax radiata	Florida Thatch Palm

Flowering Trees/Accent Trees- Small-growing trees that fit spatial restrictions and add focal points.

<u>Botanical Name</u>	<u>Common Name</u>
Brunfelsia grandiflora	Yesterday, Today and Tomorrow
Conocarpus erectus sericeus	Silver Buttonwood
Gardenia augusta	Gardenia
Ilex cassine	Dalton Holly
Ilex cornuta 'Burfordii'	Burford Holly
Lagerstroemia indica	Crape Myrtle
Ligustrum japonicum	Wax-Leaf Ligustrum
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia
Myrsine fragrans	Simpson's Stopper
Senna surattensis	Glaucous Cassia
Tibouchina granulosa	Purple Glory Tree
Viburnum obovatum	Walter's Viburnum

Shrubs- Plants used for hedges, foundations and screenings

<u>Botanical Name</u>	<u>Common Name</u>
Brunfelsia grandiflora 'Compacta'	Dwarf Yesterday, Today and Tomorrow
Duranta erecta	Golden Dewdrop
Galphimia gracilis	Thryallis
Ixora 'Nora Grant'	Nora Grant Ixora



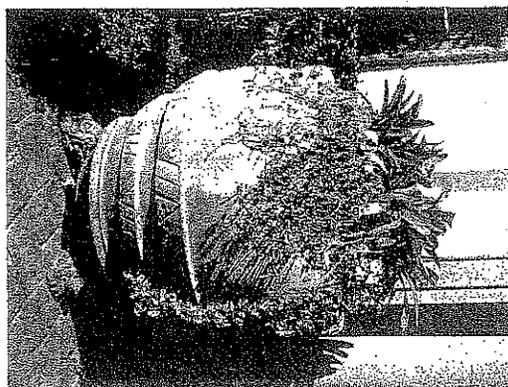
Chrysobalanus icaco 'Red-Tip'
 Philodendron selloum
 Pittosporum tobira 'Variegata'
 Podocarpus macrophyllus
 Serenoa repens
 Thunbergia erecta
 Viburnum odoratissimum 'Awabuki'
 Viburnum suspensum

Red-Tip Coccoloba
 Split-leaf Philodendron
 Variegated Pittosporum
 Yew Podocarpus
 Saw Palmetto
 King's Mantle
 Mirror-leaf Viburnum
 Sandankwa Viburnum

Medium Shrubs- Plants used for foundations

Botanical Name
 Ficus microcarpa 'Green Island'
 Hamelia patens 'Compacta'
 Ilex cornuta 'Burfordii Nana'
 Ilex crenata 'Compacta'
 Ilex vomitoria 'Stoke's Dwarf'
 Odontonema strictum
 Pennisetum setaceum 'Rubrum'
 Philodendron 'Xanadu'
 Pittosporum tobira 'Glen St. Mary'
 Plumbago auriculata 'Imperial Blue'
 Podocarpus macrophyllus 'Pringles'
 Raphiolepis indica
 Rondeletia leucophylla
 Spartina bakeri
 Tripsacum dactyloides
 Tripsacum florida
 Viburnum obovatum 'Mrs. Shillers Delight'
 Dwarf Water's Viburnum

Common Name
 Green Island Ficus
 Compact Firebush
 Dwarf Burford Holly
 Compact Ilex Crenata
 Dwarf Yaupon Holly
 Firespike
 Red Fountain Grass
 Xanadu Philodendron
 Glen St. Mary Pittosporum
 Imperial Blue Plumbago
 Dwarf Yew Podocarpus
 Indian Hawthorn
 Panama Rose
 Sand Cordgrass
 Fakahatchee Grass
 Florida Gama Grass
 Dwarf Water's Viburnum



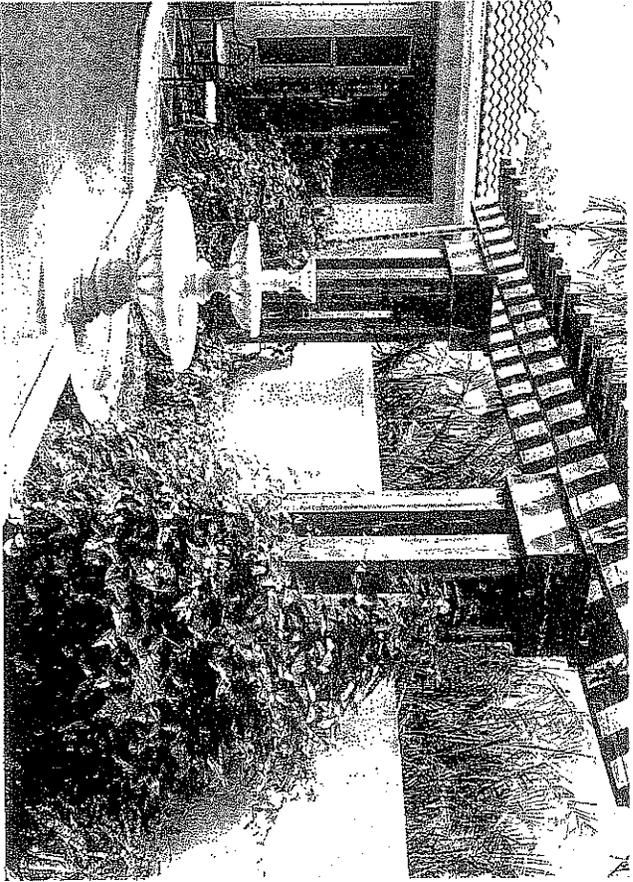


Accentis Shrubs- Distinctive plants utilized for focal areas

Botanical Name	Common Name
Agave spp.	Agave
Alpina zerumbet	Shell Ginger
Bougainvillea spectabilis	Bougainvillea
Canna x generalis	Canna
Chamaerops humilis	European Fan Palm
Cinnam augustum 'Queen Emma'	Queen Emma Cinnam
Cinnam jagus	St. Christopher Lily
Juniperus chinensis 'Torulosa'	Torulosa Juniper
Ilex coccinea 'Rubrum'	Red Ilex
Muhlenbergia capillaris	Muhly Grass
Nephrrolepis falcata	Macho Fern
Phoenix roebelenii	Pygmy Date Palm
Podocarpus macrophyllus	Yew Podocarpus
Rhapidophyllum hystrix	Needle Palm
Rhapis excelsa	Lady Palm
Strelitzia nicotai	White Bird of Paradise
Strelitzia reginae	Orange Bird of Paradise
Syzigium myrtilloha	Eugenia Topiary
Tabernaemontana divaricata 'Flore Pleno'	Crape Jasmine
Tabernaemontana divaricata	Pinwheel Jasmine
Trachycarpus fortunei	Windmill Palm
Zamia maritima	Cardboard Palm

Vines- Climbing plants used in conjunction with walls, fences, trellises and arbors

Botanical Name	Common Name
Bougainvillea spectabilis	Bougainvillea
Clerodendrum thomsoniae 'Delectum'	Delectum Bleeding Heart Vine
Ficus pumila	Creeping Fig
Mandevilla splendens	Pink Mandevilla
Passiflora coccinea	Red Passion Vine
Tinubergeria grandiflora	Sily Vine
Trachelospermum jasminoides	Confederate Jasmine





Groundcovers - Small-growing plants for bed facing and limited spaces

Botanical Name

Asparagus meyerii
 Aspidistra elatior
 Bulbine frutescens
 Juniperus chinensis 'Parsonii'
 Lantana camara 'Gold Mound'
 Liriope muscari 'Evergreen Giant'
 Microsorium scolopendrium
 Nephrolepis exallata
 Ophiopogon japonicus 'Nana'
 Pentas lanceolata
 Spathoglottis plicata
 Trachelospermum asiaticum 'Minnina'
 Tubagia violacea

Common Name

Foxtail Fern
 Cast-Iron Plant
 Bulbine
 Parson's Juniper
 Gold Mound Lantana
 Evergreen Giant Liriope
 Wart Fern
 Sword Fern
 Mondo Grass
 Egyptian Star Clusters
 Ground Orchid
 Dwarf Confederate Jasmine
 Society Garlic

Sod - Utilized for lawns

Botanical Name

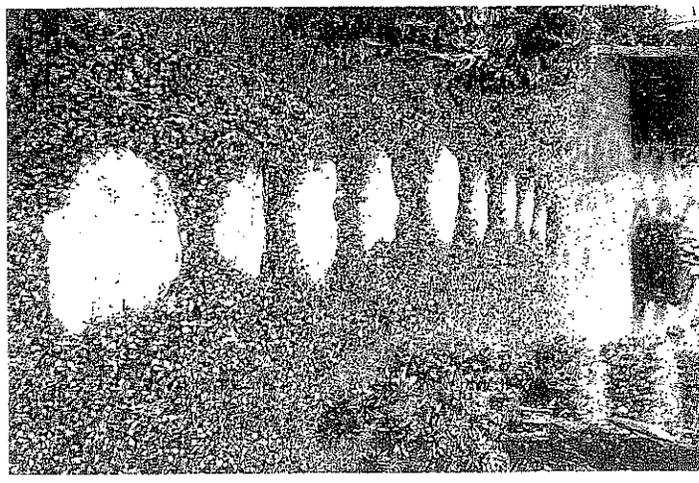
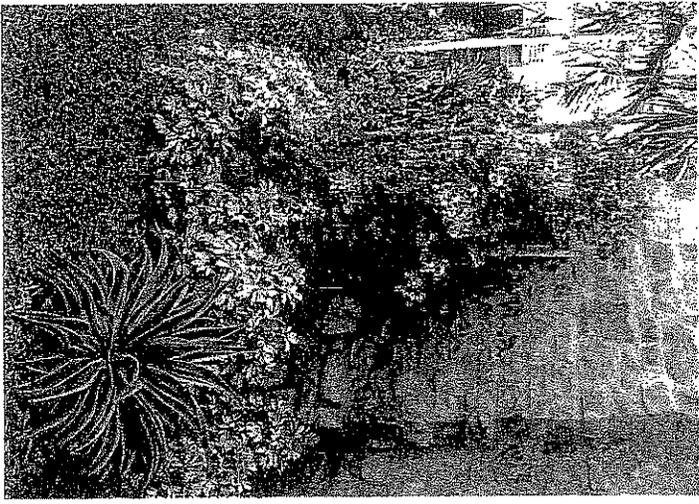
Cynodon dactylon
 Paspalum 'Aloha'
 Paspalum 'Sea Isle One'
 Stenotaphrum secundatum 'Pioratum'

Common Name

Bermuda Sod
 Aloha Sod
 Sea Isle One Sod
 St. Augustine Sod

Mulch- Utilized for dressing all planting beds

Pine Straw
 Shredded Wood Mulch





CONSTRUCTION CRITERIA

EXTERIOR REMODELING DEPOSIT

A deposit of \$7,000 for exterior remodeling (excluding landscaping) will be held by Developer or ARC. This deposit is due upon final approval of the site plans and the plans and specifications. The deposit shall be used, if necessary, to repair damage of any kind or to remove any debris or garbage caused by the construction activity of the Owner. A verbal courtesy notice may first be given to the Owner. If no correction is made within five (5) working days the Developer or the ARC will impose a \$500 fine for the first offense. Subsequent infractions will be \$750 for the second and \$1000 for the third offense. These amounts will be garnered out of the construction deposit, and unused funds will be refunded to the Owner upon ARC issuance of Compliance. All fees, deposits, and fines are subject to change without notice.

CLEAN BUILDING SITES

Lots must be maintained in an orderly fashion, and be policed and cleaned daily for dirt in the street, gutter, or sidewalk. Litter is to be picked up immediately as it tends to blow throughout the area if unattended. The Owner will be responsible to clean and/or replace damaged or stained pavers, asphalt, concrete, or other improvements at the discretion of Developer and/or the ARC. Erosion due to inclement weather must be addressed immediately to keep the canals and conservation areas clean and the storm water system in workable condition, and to avoid any inconvenience to existing residents. If an objectionable amount of debris attributed to a construction activity is found, and the Owner fails to rectify the situation at that time, Developer and/or the ARC reserves the right to correct the situation and charge reasonable rates for any work done in addition to imposing the fines mentioned above.



ACCESS

Ingress and egress for the Owner, Owner's contractor, consultants, subcontractors, and materialmen will be limited to the approved construction entrance. Owner must pre-arrange for the distribution of construction passes into Parkland Golf & Country Club for all subcontractors and materialmen. Construction access will be available as per the City of Parkland Ordinances. No construction activity is permitted on Sundays or holidays. Instruct materialmen not to arrive prior to the starting time.

CONSTRUCTION BARRICADES

Owner or Owner's contractor is required to install a safety fence a minimum of 42" high around any open holes that will not be filled after that day's work, and, prior to any development activities, around any existing trees or vegetation to be preserved. The purpose for this temporary fencing is to clearly identify any areas in need of restricted activity incidental to development. In order to avoid potential damage to trees, no parking or operating equipment within the dripline of the tree is allowed. The fencing must extend beyond the full spread of the tree's branches to reasonably ensure successful protection. Orange mesh fencing should be properly staked in intervals not to exceed six (6) feet, and securely fastened with ties to appropriate fence posts. Excavation in and around the protected trees must be done by hand to avoid damage to the roots. If any length of the construction fencing is removed or is damaged, it is to be replaced by the end of the day. The fencing may be removed when beginning the final exterior landscaping.

STORAGE OF EQUIPMENT, SUPPLIES, AND MATERIALS

Lots or common areas cannot be utilized as temporary storage facilities for earth moving equipment, trailers, vans, or other equipment or materials which have no planned immediate use. Materials and supplies delivered to the Lot must be limited to the construction of the Improvement. Adjacent Lots are not to be disturbed or utilized for material storage. Construction materials are to be temporarily stored on-site in an orderly manner that will not interfere with pedestrian or roadway traffic. In the event of a



hurricane warning, loose construction debris, equipment, and materials should be removed from the site or secured to prevent those objects from becoming airborne during hurricane force winds. The Developer or ARC has the right to inspect Lots upon hurricane warnings and direct materialmen or anyone working on the site to secure the site

DAMAGE

If, during any construction activity on a Lot or at any time, any of the Foundation Property, Golf Course Property, or Lots are damaged or destroyed, including without limitation, any asphalt, paver stones, curbs, manholes, street lights, mailboxes, sidewalks, landscaping, irrigation, or street signs located thereon, the Owner of such Lot shall be liable for all costs incurred in repairing or replacing such Foundation Property, Golf Course Property, or Lots. The total costs thereof shall be assessed against the Owner as a Special Assessment, the lien for which may be foreclosed in the same manner as is provided for in the enforcement of the Foundation assessment liens as set forth in the Declaration. The ARC reserves the right to collect a security deposit from Owner against any damages which might occur during any Improvement to the Home and/or Lot.

DRAINAGE

Surface water runoff on Lots must be controlled and maintained so as not to cause any ponding, erosion or unfavorable impact on adjacent golf course, common areas, Lots, canals or waterways. Lots are required to drain toward the drainage system facilities provided by Developer and are required to meet all conditions of all applicable permits including, but not limited to, those issued by the North Springs Improvement District (NSID), South Florida Water Management District (SFWMD), the Florida Department of Environmental Protection (FDEP), Broward County Department of Environmental Protection (DPEP), Corps of Engineers, and the City of Parkland.

PARKING

Parking for Owner's contractor, subcontractors and materialmen is limited to the designated construction site only.



NUISANCES

During construction of any Improvements, respect the privacy of occupied residences. Please do not allow construction workers, subcontractors, or materialmen to litter, play loud music, wander around completed homes, or bring alcoholic beverages into the project. Please use good judgment in order to maintain good relations with these residents.

SIGNAGE

No names, signs, or job numbers of any kind are to be installed on the site or painted by the Owner, architect, contractor, subcontractor or materialmen on the Lot. The Owner shall only install a sign in the space provided on the plan/permit box. Plan boxes are to be of white plastic material with 4x4 posts.

PETS, FRIENDS, OR RELATIVES

Owner's contractor, subcontractors and/or materialmen shall not bring pets, friends, children, relatives, or other guests into the development.

NOTICE OF LIABILITY AND RESPONSIBILITY

At the discretion of Developer and/or the ARC, Owner may be held monetarily accountable for damage, accidental or otherwise, to landscaping and development-related items including, but not limited to, infrastructure, appurtenances, (i.e. street lamps/poles, etc.) trees, and irrigation systems. It is, therefore, recommended that Owner pay particular attention to these items to avoid damage and potential liability. Owner is responsible for the acts of all contractors, subcontractors, sub-subcontractors, laborers, materialmen, and others involved in the construction of Improvements and any persons that enter the community that are associated with such parties. Any infractions of these Guidelines by any such contractor, subcontractor, sub-subcontractor, laborer, materialmen, or others will be deemed to have been made by the Owner.



Appendix

CONTRACTOR CONTACT FORM

COMPANY NAME: _____

CONTACT: _____

TITLE: _____

OFFICE PHONE: _____ CELL PHONE: _____

FAX: _____

E-MAIL: _____

As the principal of the above construction firm working in Parkland Golf and Country Club, I accept and agree to be bound by the guidelines and conditions set forth in the attached Parkland Golf & Country Club Guidelines and agree that I shall advise all parties associated with the above construction firm of the terms of the Parkland Golf & Country Club Guidelines.

PRINCIPAL OF THE COMPANY: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

**ARCHITECTURAL REVIEW COMMITTEE (ARC)
 PARKLAND GOLF & COUNTRY CLUB
 11575 Heron Bay Boulevard
 Coral Springs, Florida 33076
 954-575-4200 Fax: 954-575-6349**

**ARCHITECTURAL REVIEW MODIFICATION FORM
 THIS FORM IS TO BE USED FOR ANY EXTERIOR CHANGES
 (PLEASE COMPLETE AND MAIL OR FAX TO THE ADDRESS/NUMBER ABOVE)**

OWNER NAME(S): _____

REPLAT# 1: _____ or REPLAT# 2: _____ LOT/BLOCK: _____

ADDRESS: _____

DAY PHONE: _____ EVENING PHONE: _____

CONTRACTOR NAME/PHONE: _____

****NO MODIFICATION, ALTERATION OR ADDITION OF ANY TYPE MAY BE
 MADE UNLESS APPROVED BY THE ARCHITECTURAL REVIEW
 COMMITTEE****

This includes, but is not limited to:

- Landscaping Changes
- Satellite Dish Installation
- Fence Installation or Extension
- Pool Installation
- Paver Changes, Installation
- Circular Driveways (If Allowed)
- Children's Play Equipment
- Paint Color
- Structural Additions

Approval is hereby requested to make the following modification(s), alteration(s), or addition(s) as described and depicted below, or on additional attached pages, as necessary. Please include a copy of your survey and such details as the dimensions, materials, color design, location, and other pertinent data.

****The following is to only be filled out by the Architectural Review Committee****

Date Received: _____ Date Notified: _____

APPROVED: _____ APPROVED AS FOLLOWS: _____

DISAPPROVED DUE TO: _____

ARC MEMBER SIGNATURE _____ DATE _____

PARRLAND GOLF & COUNTRY CLUB.
FENCE APPROVAL REQUIREMENTS & ACKNOWLEDGEMENT

REQUIREMENTS (Owner keep this page)

1. Copy of the site survey showing the location of the fence.
2. Indicate the type of material being used for the fence, *ie. bronze aluminum rail*
3. Include the running length and height of each proposed section of the fence on the site survey.
4. Plan packages are to be brought to the ARC prior to being taken to the city for a permit.
5. Deed restrictions limit fence height to six (6) feet. Wooden fences are prohibited.
 - * Fencing is to be setback a minimum of fifteen (15) feet from the street side property line on estate size lots. A lesser setback of ten (10) feet or seven and one half (7.5) feet may be approved for smaller lots on a case by case basis.
 - * Fencing is to not go beyond the front plane of the house into the front yard area. Hedge rows are not permitted beyond the front plane of the house.

APPROVAL OF THE FENCE IS CONTINGENT UPON THE FOLLOWING:

- * The planting of continuous shrubs along the fencing.
 - * Shrubs to be planted with a maximum spacing of three and one half (3.5) feet on center along the entire length of the fence.
 - * Shrubs are to be planted inside the fence if your property adjoins another homeowner; otherwise you may plant outside of the fence.
 - * Shrubs must be a minimum of 18" x 18" in size at time of planting.
 - * Landscape pods with accent trees and flowering plants installed at 10' intervals may be substituted for a continuous plant line. Contact ARC for information.
 - * Planting of the shrubs must be completed within thirty (30) days of installation of the fence.
 - * There may be additional requirements noted on the plan due to lot/fence location at time of approval.

Please review the above then sign the following fence acknowledgement form that states that you understand and agree



FENCE ACKNOWLEDGEMENT *(Return this page to the Developer or ARC with your plans)*

PARKLAND GOLF & COUNTRY CLUB REPLAT # (circle) 1 or 2 LOT: BLOCK:

ADDRESS: _____

I / we the undersigned property owner (s) have read and understand the requirements for installing a fence on the described property. We certify that the requirements will be completed as required. We further acknowledge that nothing contained herein shall be applicable to the property and that the restrictive covenants shall control in the event of any conflict with this document.

This acknowledgement shall be binding upon and inure to the benefit of the parties hereto and to their heirs, personal representatives, successors and assigns.

DATE: _____

PROPERTY OWNER: _____

Print: _____

PROPERTY OWNER: _____

Print: _____



COLOR SUBMITTAL FORM
Parkland Golf & Country Club Residential Development Guidelines

OWNER: _____ PHONE: _____ Date: _____

STREET ADDRESS: _____

PARKLAND GOLF & COUNTRY CLUB (Circle either REPIAT 1 or 2) LOT: _____ BLOCK: _____

BODY OF HOUSE:

Attach color sample.

GARAGE DOOR:

Attach color sample or photo.

HOUSE TRIM:

Attach color sample.

OTHER TRIM:
If required

Attach color sample.

ROOF:

Circle tile type: Barrel Flat

Attach photo of material.

DRIVEWAY:
Indicate driveway material:

Attach photo of material.

Copy this sample form for submittals to the Developer or ARC



**Explanation of PGCC Marketing Materials
To Be Transferred to Community Buyer From WCI Communities, LLC at Closing**

1. Buyer shall be transferred the brochures posted on the Intralinks website and all photos and site maps within the brochures that are labeled with "yes".
2. Buyer shall not be transferred or permitted to use any photos marked with "no" and shall sign an agreement at closing agreeing to the same and indemnifying Seller from Buyer's intentional use of said photos.
3. Seller shall provide Buyer with a cd at closing containing all brochures and photos transferred to Buyer.
4. Seller shall transfer the domain names www.parklandgolfandcountryclub.com (currently forwards to WCI's residential sales site) and www.theclubatparklandgcc.com (this website is the current golf club site) to Buyer. At closing, Seller shall transfer Seller's static PGCC residential sales website materials to www.parklandgolfandcountryclub.com subject to the provisions of and restrictions in this summary (i.e., any photos marked "no" will not be transferred). The website transfer is very technical and should be discussed and coordinated between the parties' webmasters.
5. Buyer shall be required to remove all references to Seller or any of its affiliates prior to utilizing any applicable brochures or web materials. Seller makes no representation or warranty that any of the disclaimers it used in the brochures or web materials are sufficient to comply with applicable laws or protect a Seller from liability for any matter whatsoever.