

public right of way or water body shall maintain the subsiding to the public right of way or water's edge regardless of the Property boundaries on the plat.

T. Cable Television The Association (or its successor or assigns) shall have the right to install, use or take contracts for the installation of a cable television system providing cable television entertainment to the Lots or Units. Any agreement for services may provide that basic services shall be mandatory for all Lot Owners and Units. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under Common Property and Residential Property necessary to provide such cable television services to all Owners of Lots and Units provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value or use of the Property or the Lots or Units.

U. Fences The composition, location and height of fences and walls must be approved by the ARC prior to installation in accordance with standards and requirements set by the ARC from time to time. The ARC is made an arbitrator whatsoever to approve any fences.

V. Mailboxes All mailboxes must be located at the street and must be of a type as approved by the ARC.

W. Traps Removal of existing traps and of rubbery from any Lot shall be permitted provided within the forty-eight (48) hour period (not for the Dwelling) without ARC approval and without complying with installation of an equivalent or higher quality.

X. Air Conditioning No window air conditioning units shall be permitted. Permanently mounted wall air conditioning units shall not be permitted unless first approved by the ARC.

Y. Signs No sign of any kind shall be displayed to the public view on any Lot or residential Unit, including but not limited to signs in or on vehicles, except those which shall be in compliance with the guidelines established by the ARC. The ARC shall have the right to establish guidelines so as to require a uniform standard for signs on the Property.

Z. Lighting No outdoor lighting fixtures shall be installed on any Lot or Unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Lots.

AA. Signatures No violation of any of the provisions and restrictions set forth in any branch of violation (through this chapter, damage or without the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation) incurred at a later time or times.

1145 Games and Play Structures. No permanent basketball goals, nor any type of basketball goal that is affixed to the Lot or Dwelling, shall be allowed on a Lot. Temporary, portable basketball goals and temporary game and play structures shall be allowed, however, any such portable goal, game or play structure shall be stored away from view or off lots when not in use and no such goal, game or play structure shall be used in the street or on the lawn. The Association may adopt additional rules and regulations that further restrict the types and locations of games and play structures. The location, materials and design of all lawn game and play structures are subject to the advance written approval of the AHO. Fixed game and play structures shall not be located in front of the rear line of any Dwelling and, if a Dwelling is located on a corner Lot, anywhere on the Lot that is between the rear and/or right-of-way and the side of the Dwelling facing closest to the rear and/or right-of-way.

DC. Window Treatments. All Dwellings shall maintain appropriate window treatments at all times on windows that are visible from off of the Lot or Unit. Such treatments shall be of a type in keeping with the Community-Block Planning.

DD. Flags. Owners may display one portable, removable, United States or other flag of the State of Florida flag on their Lot if displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4' x 6' by 8' flag, which may bear the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. No other flags shall be permitted unless approved by the AHO or otherwise permitted under federal or state law or regulations.

EE. Leasing. Declarant, a Residential Property Owner and any Owner of a Residential Unit shall be prohibited to rent or lease each Unit:

- i) There is a written rental or lease agreement specifying (1) the terms of such rental; (2) the terms shall be subject to all provisions of this Declaration, and (3) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement;
- ii) A copy of the written rental or lease agreement is filed with the Association;
- iii) The period of rental or lease and rents charges are commensurate with state and local government statutes, codes, policies and guidelines; and
- iv) The Owner gives notice of the tenancy to the Association and is otherwise in compliance with the terms of this Declaration.

F. Swimming Pools/Tennis Courts. Any pool, and screening or fencing thereof to be constructed on any Residential Unit shall be subject to the approval and requirements of the Architectural Review Committee, which shall include, but which shall not be limited to the following:

1. Above-ground swimming pools will not be allowed;
2. Tennis courts will not be allowed;
3. Materials, design and construction shall meet standards generally accepted by the industry and that comply with applicable governmental regulations;
4. The location shall be approved by the ARC; and
5. All fuel tanks for swimming pools, along with other necessary pool equipment and equipment, shall be situated from 6 feet above ground level by appropriate landscaping or decoration device approved by the ARC.

G. Time-Shares. To the extent permitted by governmental activities, no Residential Property and Residential Unit may be owned or used, in part or in whole, as a time-share ownership requiring registration pursuant to the provisions of the Florida Statutes as amended from time to time.

H. Clotheslines. No portion of any of the Premises shall be used as a drying or hanging area for laundry of any kind unless it is fully screened by fencing or landscaping from view from adjacent lots, sidewalks or streets. Only temporary clotheslines are permitted, and they must be stored in a dwelling or right or when not in use.

I. Wells. Mining, oil and water wells are prohibited anywhere on the Properties, except that water wells may be installed for the sole purpose of irrigation provided they are approved in writing by the ARC and comply with all governmental requirements.

Section 2 Enforcement. Failure of the Owner to comply with such restrictions, covenants, or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees on appellate review. The Association shall have the right to suspend such Common Areas for any Owner violating these Covenants and Restrictions for a period of time which is the subject of sixty (60) days of the term of continued violation.

**Section 5. Fines.** In addition to all other remedies, the Association may impose a fine or fines upon an Owner, tenant, guest, invitee or employee for failure to comply with the Declaration or any rule or regulation promulgated hereunder, provided the following procedures are adhered to:

A. **Notice:** The Association shall notify the Owner or other party of the infraction or infractions. Included in the notice shall be the date and time of a special meeting at which the fine or fines will be addressed. Such notice shall be provided to the offending party at least fourteen (14) days prior to such hearing.

B. **Hearing:** The hearing as set forth above shall be before a committee of (1) Board Members of the Association appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve of a proposed fine or suspension, it may not be imposed.

C. **Penalties:** The Association may impose a fine against the offending party in an amount not to exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing except that no such fine shall exceed \$1000.00 in the aggregate.

D. **Payment of Penalties:** Fines shall be paid not later than five (5) days after notice of the imposition of the fine.

E. **Collection of Fines:** Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments.

F. **Alternative Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

### ARTICLE 3

#### TURNOVER

**Section 1. Time of Turnover.** The Turnover of the Association by the Decedent shall occur at the turnover meeting described in Section 2 below which meeting shall take place within three (3) months of the occurrence of the triggering event, whichever occurs earliest.

- A. January 1, 2012.
- B. Upon voluntary conversion to Class A Membership by the Decedent.
- C. Within ninety percent (90%) of the time and until (as amended and

supplemented from time to time) have been conveyed to Owners other than the Declarant or Licensee.

**Section 2. Procedure of Calling Turnover Meeting.** The purpose of the turnover meeting shall be to elect Officers to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the turnover meeting.

**Section 3. Procedure for Meeting.** The turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

**Section 4. Declarant's Rights.** The Declarant shall be entitled to appoint all Members of the Board until the Time for Turnover set forth in Article X. After formation of the Association by the Declarant, the Declarant shall have the right to appoint at least one Member of the Board as long as the Declarant holds the sale in the ordinary course of business of at least two percent (2%) of the Lots and Units (as amended and supplemented from time to time). Notwithstanding anything to the contrary herein, the limitations described by Article X shall remain applicable.

#### ARTICLE XI

#### DECLARANT'S RIGHTS

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots and Units shall continue, Declarant shall have the following rights described in this Article and the following restrictions described in this Article shall remain in effect:

(a) Declarant may maintain and carry on upon portions of the Common Property such facilities and activities as may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, monuments, and sales offices, and the Declarant shall have a non-exclusive easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and Dwellings owned by the Declarant and any clubhouse or community center which may be owned by an Association, or models, sales offices, and for lodging and entertainment, respectively, of sales personnel and other business visitors. Declarant and Declarant's authorized agents shall have access and egress to the Properties for the purpose of real estate sales, leasing, and maintaining and carrying on construction and sales activities.

(b) All public or utility shall record any Declaration or Covenants, Conditions and Restrictions or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any unrecorded recording without compliance herewith shall result in such Declaration or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the

Declarant

(b) All forms of deeds and contracts for sale for the subdivision and so on of property in the Property by any Owner shall be subject to the prior approval of Declarant which approval shall not be unreasonably withheld. Declarant shall deliver Notice to any Owner of Declarant's approval or disapproval of all such materials and documents with a thirty (15) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such fifteen (15) day period, Declarant shall be deemed to have waived any objections to such material and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

(c) Until turnover, the Board of the Association shall have no authority, and shall not, undertake any action which shall:

(1) decrease the level of maintenance services of the Association performed by the initial Board as specified in the Articles of Incorporation of the Association;

(2) change the Membership of the ARC and restrict its powers as stated herein;

(3) alter or amend any Declaration, any subsequent Amendment thereto or the Articles of Incorporation or Bylaws of the Association;

(4) terminate or waive any rights of the Association under the Declaration;

(5) accept the encumbrance, lease, mortgage, alienation or pledge of any real or personal property of the Association;

(6) terminate or impair in any fashion any easements, powers or rights of the Declarant;

(7) restrict the Declarant's right of use, access and enjoyment of any of the Properties; or

(8) cause the Association to default on any obligation of it under any contract in the Declaration unless the Declarant consents in writing to the prohibited action. The Declarant's consent shall be exercised by its appointee or the Board or other person designated to so act by Declarant.

Any or all of the special rights and obligations of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right of the Declarant beyond that contained herein.

This Article may not be amended without the written consent of the Lockout.

## ARTICLE XII

### INSURANCE AND CASUALTY LOSSES

Section 1 Insurance. The Association's Board or its duly authorized agent shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all eligible improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or replacement in the event of damage or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board must also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Annual Assessment. The policy may contain a noncancelable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy to determine whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the percent each owner's loss bears to the total.

### Section 2 Damage and Destruction

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Voting Members, reporting at least seventy-five percent (75%) of the total vote of the Association, decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds or the cost of repair or reconstruction, or both, are not made available to the Association within

said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. An Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and/or a temporary improvement is authorized, it is and in the event the affected portion of the Properties shall be returned to their original state and maintained by the Association in a new and attractive condition with the Community-Wide Standard.

**Section 3. Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance or proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purposes, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such payment as is necessary and appropriate with the affected Owner and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

**Section 4. Repair and Reconstruction.** If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a Special Assessment against all Owners on the same basis as provided for Annual Assessments. Additional Assessments may be made by the members at any time during or following the completion of any repair or reconstruction.

#### ARTICLE VIII

#### NO PARTITION

Except as is permitted in the Declaration or Amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person or entity acquiring any interest in the Properties or any part thereof own any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of burgled personal property or from acquiring title to property which may or may not be subject to this Declaration.



## ARTICLE XIV

### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Decedent and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Young Members representing three-fourth (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term. However, such termination shall not be effective until all applicable portions of the Common Property owned by the Association, including the Common Areas, Exclusive Common Areas, Lakes, Conservation Easements and Surface Water or Storm Water Management Systems, are transferred in writing to a not-for-profit corporation or agency which accepts such property, then any member or affected governmental community or agency, including the Water Management District, may petition

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the text of such a proposal, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of termination adopted by the Association. The date of the meeting of the Association at which such Resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes necessary to accept a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution.

Said certificate shall be recorded in the Public Records of Cuyahoga County. For all purposes herein used upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of the Association shall not have the effect of terminating easements hereto provided or granted prior to such termination, or terminating contractual rights created prior to termination that from the context of the contract were meant to survive termination.

in the event of termination, the Common Areas, Exclusive Common Area 2 septic Connection Equipments and Surface Water or Storm Water Management System shall be dedicated or conveyed to a public or quasi public agency authorized and empowered to perform maintenance, operation and repair of the areas, installations and systems.

**Section 2. Amendment by Majority.** The Declaration may be amended in whole or in part upon the affirmative vote of a majority of the Owners present in person or by proxy at a duly called meeting of the Association. No such Amendment shall be effective until such time as it is recorded in the Public Records of Osceola County, Florida.

Notwithstanding anything above contained to the contrary, no Amendment shall be valid without the consent of the Declarant as long as there remains a Class B Membership. No Amendment may remove, weaken or modify any right or privilege of Declarant without the written consent of Declarant or his assigns of such right or privilege. No Amendment may impair the validity or priority of the lien of any mortgages held by a Mortgagee or impair the rights granted to Mortgagee herein without the prior written consent of such Mortgagee.

The South Florida Water Management District shall have the right to enforce by its proceedings at law or in equity, the provisions contained in the Covenants and Restrictions that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

**Section 3. Amendment by Declarant.** Until such time as hereafter occurs, the Declarant specifically reserves for itself its successors and assigns, and to the Association, the absolute and unconditional right to alter, modify, amend, revise, rescind, or cancel any one or all of Declarant or the restrictive covenants contained in this Declaration or to include in any subsequent Declaration provided that in doing so, Declarant shall not adversely affect the rights of Owners and the Association under this Declaration.

**Section 4. Enforcement.** Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Declarant to enforce any covenant, condition or restriction shall not constitute for any period of time shall in no event be deemed a waiver or escrow of the right to enforce same thereafter.

**Section 5. Severability.** Should any covenant, condition or restriction herein contravene, or any Article, Section, Subsection or sentence, clause or phrase or part of this Paragraph be declared to be void, illegal, illegal, or unenforceable, for any reason, by the adjudication of any court or other official having jurisdiction over the particularity and the subject matter hereof, such judgment shall in no way affect the other provisions hereof.

which are hereby declared to be severable and which shall remain in full force and effect.

**Section 6. Interpretation.** The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws to determine all questions arising in connection with this Declaration and the covenants and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvement.

**Section 7. Authorized Action.** All actions which the Association is authorized to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

**Section 8. Prohibited Actions.** Notwithstanding anything contained here to the contrary, the Association will perform no act nor cause to take any action which will violate any non-profit status under applicable federal or state law, nor shall the Association perform any acts which violate federal, state or local law.

**Section 9. Singular, Plural and Gender.** Whenever the context so permits, the use of the singular or will include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**Section 10. Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

**Section 11. Drainage Swales.** The Declarant has constructed a Drainage Swale upon each Lot for the purpose of managing and controlling the flow of excess surface water, if any, found upon each Lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the use of practices, such as mowing and weeding mow, which allow the swales to provide drainage, water storage, containment or other stormwater management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of berms or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

## ARTICLE XV

### WATER MANAGEMENT DISTRICT COVENANTS AND RESTRICTIONS

Section 1. Purpose. The provisions of this Article are intended to comply with the various requirements of the South Florida Water Management District (SFWMD). These provisions may be amended by the Declarant at the request of SFWMD.

Section 2. Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water management management capabilities as permitted by SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved by SFWMD. The Surface Water Management System, including any easements that may be components thereof, constitutes Common Property of the Association.

A. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and including fees for the operation, maintenance, and if necessary, repair and replacement of the system. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved in writing, by SFWMD. No willful or negligent use of the Surface Water Management System, including buffer areas or wetland, without the prior written approval of the SFWMD.

B. Osceola County shall have an emergency access easement to and over the Surface Water Management System in the event that interference with the maintenance of the Surface Water Management System creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon Osceola County, to enter upon the Surface Water Management System unless it is dedicated or conveyed to Osceola County and Osceola County assumes the responsibility to take such action or maintenance.

Section 3. Easement. All rules and regulations pertaining to the Surface Water Management System shall have the same duration as provided for in Article XII, Section 1 of this Declaration unless the Surface Water Management System property is conveyed pursuant to Section 4 of this Article.

Section 4. Assignment/Conveyance. The Association covenants shall be pursuant to provided for in the Articles of Incorporation. However, if the Association is dissolved, the Surface Water Management System property shall be conveyed or dedicated to an appropriate agency of local government. If the conveyance or dedication is not accepted from the Surface Water Management System will be conveyed or dedicated to a similar non-profit corporation, provided, however, it is not a non-profit corporation agency will

accept the Surface Water Management System from any Member or affected governmental instrumentality or agency, including SFWMD, may petition the Circuit Court of Orange County to appoint a trustee or trustee to conduct the affairs and settle the obligations of the Association with respect to the Common Property and the Surface Water Management System or otherwise dispose of the Common Property and Surface Water Management System as the Circuit Court may deem appropriate. If a trustee or trustee is appointed, the Association shall be responsible for the court costs, attorney's fees, and all other expenses of the trustee or trustee, which shall constitute Common Expenses of the Association and shall be assessed equally to Members. If the Association is dissolved and the Association does not have a sufficient number of developers, the trustee or trustee shall have all powers and duties of a duly constituted Board of Directors. The trustee or trustee shall serve until such time as the Circuit Court may deem appropriate.

**Section 5. Amendment** Any amendment to the Declaration describing the Surface Water Management System beyond maintenance in its original condition, including the water management portions of the Common Areas, requires the prior written approval of SFWMD.

**Section 6. Form** The Surface Water Management System Permit is attached hereto and incorporated into this Declaration. The Association's registered agent shall maintain copies of all further permitting actions as part of the Association's official records.

**Section 7. Water Mitigation Measures** If water mitigation measures are required and the Association is responsible for carrying out such mitigation, then the Association is responsible to complete such task substantially including meeting all conditions associated with mitigation maintenance and monitoring.

**Section 8. Right of Enforcement** SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalty as against the Association or its Members to compel compliance in any outstanding problems with the Surface Water Management System and related facilities in mitigation or conservation areas under the responsibility or control of the Association.

**Section 9. Conservation Easement Areas** The Association shall be responsible to ensure that the Conservation Easement Areas are maintained and monitored in accordance with the Permit, including, without limitation, the approved management plan for such Conservation Easement Areas.

The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

The Conservation Easement Areas are subject to that State's Conservation Easement created by Declaration and Ordinance of the South Florida Water Management

District, recorded in Official Records Book 2770, Page 2705, Public Records of Collier County, Florida (the "Conservation Easement") pursuant to Section 704.06, Florida Statutes, for the purpose of maintaining the Conservation Easement Areas in their existing natural condition as a wetland water management, detention, percolation and environmental conservation area. In furtherance of the Conservation Easement, except for all the following uses in the Conservation Easement Areas are hereby prohibited:

- (a) The construction, installation or placement of signs, billboards or other advertising, utilities, buildings, fences, walls, roads or any other structures and improvements on or above the grounds in the Conservation Easement Areas;
- (b) The dumping or placing of water or other substances or materials on land or the dumping or placing of trees, rocks or debris in drainage or other flow channels;
- (c) The removal or destruction of trees, shrubs or other vegetation except for the removal of exotic vegetation in accordance with a SFWMO approved implementation plan for the Conservation Areas;
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material whatsoever in any manner as to affect the surface of the Conservation Easement Areas;
- (e) Surface uses, except for purposes that permit the land or water areas to remain in its natural condition;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or biological wildlife habitat preservation, including, but not limited to, ditching, grading and leveling;
- (g) Activities detrimental to such retention of land or water areas;
- (h) Acts or uses detrimental to the preservation of the structure, integrity or physical appearance of sites or properties of historic, architectural, archeological, or cultural significance.

The owners from time to time of title to the Property shall have all of the rights of an owner in accordance with the foregoing restrictions, including the right to engage in uses of the Property that are not prohibited in the Conservation Easement and that are not inconsistent with any SFWMO rule, order, the Permit and the intent and purposes of the Conservation Easement. Uses or activities that are not necessary to the purposes of the Conservation Easement which are more particularly set forth therein, may be permitted upon written approval by the SFWMO.

Provided in the Conservation easement, the Conservation Easement shall be perpetual.

The SPWMD, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, in strict compliance with the aforesaid prohibitions and restrictions.

The Association shall be responsible for the periodic removal of trash and other debris which may accumulate in such Conservation Easement Areas.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this section may be enforced by the SPWMD or its successor agency by proceeding at law or in equity (including, without limitation, actions for injunctive relief). The provisions of this Section may not be amended without prior approval from the D since its successors or assigns. The Dist. of also has the right to prevent restoration of activities and features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

**Section 10. Rights Reserved District.** All rights, existing hereunder and appurtenances and advantages running with the land, and shall inure to the benefit of the SPWMD and its successors and assigns. Upon conveyance by the District to third parties of any and affected by the Conservation Easement, the District shall have no further liability or responsibility hereunder.

**Section 11. Wetland Damages**

A. Owners are hereby notified that their Lots may contain or be adjacent to wetland preservation or mitigation areas and related buffers that are protected under conservation easements.

B. Wetlands and upland buffers may not be altered from their natural/protected condition with the exception of periodic maintenance (removal) or removal in accordance with any restoration plan included in applicable conservation easements. Exotic vegetation may include, but is not limited to, Melaleuca, Brazilian pepper, Australian pine, and Japanese black locust, or any other species currently listed by the Florida Exotic Pest Plant Council. Native vegetation may include, but is not limited to, cactus, pine, willow and grapevine. No alterations of or encroachment into the Conservation Areas shall occur without the prior written approval of the Osceola County Environmental Protection Division, and other appropriate state or local agencies. No oil drums will be permitted on any of the wetland lots, nor oil motorized boats having combustible engines, but excluding logging motors. All be permitted to operate on the water bodies.

C. The Water Management District Permit ("Permit") contains the following requirements which are the responsibility of the Association:

Pursuant to the Permit, a mitigation, monitoring and maintenance program shall be implemented in accordance with the schedule attached to the Permit. The monitoring program shall extend over a period of 5 years with annual reports submitted to the SJRWMD staff. The activities shall occur in accordance with the work schedule attached to the Permit.

2. A maintenance program shall be implemented in accordance with the attached Permit on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category I exotic vegetation (as defined by the Florida Exotic Plant Fungus Council at the time of the Permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the Permit. Coverage of exotic plant species shall not exceed 5% of total cover between maintenance activities. Coverage of nuisance plant species shall not exceed 10% of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that noxious or other pest species do not dominate any one species or group of species.

D. Owners are responsible for the maintenance of any traps required by the Water Management District permit to be placed on portions of their property.

#### ARTICLE XVI

#### SOUTH FLORIDA WATER MANAGEMENT DISTRICT POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES PLAN

Section 1. Plan Purpose and Objectives: The purpose of this Pollution Prevention and Best Management Practices Plan (Plan) is to provide the residents of The Shingle Creek Reserve At The Oaks with specific instructions and supporting information to effectively prevent and, if necessary, respond to the discharge of pollutants into the Control Area of the substation. All Owners and residents are governed by and must comply with the Plan.

This Plan has been designed to help residents respond quickly and efficiently to a potential spill discharge and to handle such emergencies effectively. For the purposes of this Plan, the term "pollutant" shall be defined as follows:

Pollutant: Any substance which if discharged on or into surface waters could result in the violation of State water quality standards and/or the destruction or degradation of biological resources as defined in Chapter 37B.017 Florida Statutes (FS). The primary pollutants specifically addressed in this Plan include products typically associated with residential building waste as petroleum products (gasoline, diesel fuel, etc.



motors and tires); hazardous waste (improperly bled  
waste, ignitable and toxic, paint cleaning solvents and waste  
solutions, used battery, waste and toxic waste drums  
signal flares, mercury-containing items, waste contamination  
from bottom paints and pressure-treated lumber); sewage  
(discharge from marine sanitary devices or port-a-potties); fish  
wastes (fish blood), wastes and waste bins; and wastes  
(glass, aluminum, plastic, trash, newspapers tangled fishing  
line, children's toys, and oilcoats).

The purpose of the Plan is also to establish the procedures for a coordinated and  
integrated response to unusual pollutant discharges that may occur. All Owners and  
residents shall be supplied with a copy of the Plan, and it is important that all residents take  
the time to read and become thoroughly familiar with the Plan.

The Plan objectives include the following:

- A. To outline appropriate avoidance and preventive measures regarding pollution  
incident procedures.
- B. To outline effective procedures for reporting any type of pollutant discharge.
- C. To avoid incidents in principle and to take measures to contain and/or reduce  
damage once a pollutant discharge has occurred.
- D. To assure that adequate protection is provided for the health and welfare of the  
residents of Shingle Creek Reserve at The Oaks.

**Section 2. Description of Applicant Facilities:** Shingle Creek Reserve At The Oaks  
is located in the City of Kissimmee, Osceola County, Florida. This Property lies south of  
Shingle Creek and west of Lake Toxopneustes (Toho). One of the primary attributes of the  
Property is its proximity to Lake Toho. In further ensuring access to this valuable water and  
maintain compliance with State water quality regulations, the District has implemented the  
following improvements in the community design elements:

The large central lake system (man-made freshwater pond) serves as both a docking area for recreational boaters of  
Shingle Creek Reserve At The Oaks, as well as a large  
treatment system for on-site wastewater. The system is  
hydraulically separated from Shingle Creek and Lake Toho  
through a boatlift structure. No direct hydraulic connection is  
provided between the Central Lake and Shingle Creek/Lake  
Toho.

No fueling facilities may be located within the Property. No storage of fuel will be

allowed within the Property accept quantities of 2.5 gallons or less stored within garages for incidental residential use unrelated to boating activities. Additionally, Oaks Water Property Owners Association, Inc. and/or Shingo Creek Preserve At The Oaks Homeowners Association, Inc. may store fuel as needed for grounds maintenance unrelated to boating activities. Residents are to refrain from all other maintenance to boat engines is restricted to light duty. Only recreational boats may be moored in the lake system except any such commercial boats needed for representatives permitted by the Association on a temporary basis. Additionally, in accordance with signage may be provided for certain regulatory agencies that may pertain boating rule enforcement or protection for wildlife.

The Central Lake is classified as a special use stormwater management facility by the South Florida Water Management District (SFWMD). SFWMD rules prohibit recreational activities involving human contact in permitted stormwater management facilities. As a result, swimming or other recreational activities involving human contact with the lake water is prohibited in the Central Lake.

**Section 3. Shoreline Protection.** Protection of the shoreline of the lake system is vital to the protection of water quality within the lake. Excessive wake from boats and disturbance from propellers operated at high speeds can cause damage to aquatic vegetation, as well as erosion and resulting water quality impacts. Therefore, all areas within the Central Lake system are hereby established as "No Wake Zones" and idle speed is required at all times. Appropriate signage shall be erected by the District and maintained by the Association.

**Section 4. Pollution Prevention Measures.** Within the Property, the discharge of fuel, oil, solvents or other pollutants into the surface waters could result in rapid degradation of water quality and damage to environmentally sensitive natural resources. Therefore, it is critical that waterborne resources, especially those docking and operating boats within the community, observe proper pollution prevention procedures. All District and residents shall adhere to the following rules:

A. No vessels docked within the Properties may be used for "on-board" purposes. A "on-board" vessel is defined as a vessel docked within the Property that is anchored by a person or persons for any five consecutive days or a total of ten days within a 30-day period.

B. An vessel refueling facility may be located within the Property. To eliminate the risk of a fuel spill, no vessel refueling will be permitted. Boat owners shall fuel their vessels during any of the public refueling available in the local area.

C. No painting repair facilities may be located within the Property. To eliminate the risk of oil, solvent or paint spill, major out engine repair (including fluid changes, i.e., oil or gear lube, etc.) or hull maintenance is prohibited. Limited minor repairs and minor maintenance work (i.e., prop reattachment, external

hardware upkeep, light wiring repair, and other miscellaneous, non-invasive work) is allowed.

G. It is a violation of federal and state laws to discharge raw sewage from any vessel into fresh water. The discharge of any sanitary wastes from any vessel into the surface waters of the Property is explicitly prohibited.

F. The discharge of comminuted bilge water from any vessel into the surface waters is prohibited. Boats with an automatic bilge pump will not be allowed to be stored on-site if the bilge discharge shows signs of pollution. In the event of a contaminated bilge, boat owners shall utilize one of the several local commercial marinas for bilge pump-out and remedial repair.

F. The disposal of fats or fuel waste within Property's sanitary waters is prohibited. Residents should use for solid waste containers to dispose of unused fuel and fuel waste. All non-residential solid wastes must be disposed of within solid waste containers at each lot or Unit.

G. No CDA-treated oilings are allowed for use in residential occupancies.

H. The introduction of tangled fishing line, plastic bottles, balloons, children's toys, and similar debris are hazardous to aquatic life and any such material is prohibited on the surface waters.

I. The discharge of yard waste, grass clippings, twigs, or particles directly into the Central Lake is strictly prohibited. Introduction of these materials onto driveways, sidewalks, or streets is also prohibited.

**Section 5. Lake Leaders: Spill Notification Procedures.** On a yearly cycle, the Association shall take nominations and select one or more "Lake Leaders" to be assigned to all or defined portions of the Central Lake. At least one Lake Leader must be assigned if the Association is unable to obtain Lake Leadership on a volunteer basis. It shall hire personnel to fulfill this position.

The following notification and spill procedures will become effective immediately upon the observation of a petroleum product spill or petroleum discharge. These procedures are to be followed by all Owners and residents directly or indirectly involved in the emergency, and are as follows:

- A. Any Owner or resident observing or discovering a petroleum product release, or having been notified by an outside party, shall immediately notify the designated Lake Leader and the Association manager. In the event the Lake Leader or Association manager is not available, the resident shall contact the President of the Association and/or another Board member. When reporting a spill to the Lake Leader, the Owner or resident shall

identify the location and severity of the spill.

- B. In the case of a fire, flood accident, or other significant hazard, dial 911.
- C. The designated Lake Leader shall confirm the spill's nature, vent extension magnitude and shall immediately notify the appropriate agencies after attempting to contain the situation.
- D. The designated Lake Leader has the responsibility of immediate telephone notification of a discharge to Oneida County Environmental Services (407, 832-4359).
- E. The information to be provided during the notification process shall contain the following:
  - (1) Type of spill (petroleum, oil, etc.)
  - (2) Time the spill occurred or was first observed.
  - (3) Where the spill occurred
  - (4) The phone number and names of individuals involved
  - (5) Estimate the amount spilled or rate of release (if continuing)
  - (6) If from a vessel, name of craft, owner, and name of boat
  - (7) Cause of the spill (if determined)
  - (8) Actions being taken to contain the emergency (if any)
  - (9) Agencies and personnel already notified
  - (10) Apparent damage (equipment, facilities, etc.) caused by the spill (if known)
  - (11) Description of any likely to be collected.

Section 6. Voluntary Discharge Response Procedures. Actions to control, remove, and clean up a pollutant discharge should commence immediately. The Lake Leader, under the party responsible for the spill, shall attempt to contain the discharge using the equipment on-site. The nature and magnitude of the spill will then be reported to the appropriate agencies.

The procedure for the Lake Leader will be to:

- 1. Immediately initiate the deployment of a containment boom around the discharge area. If necessary, because of size of spill, a containment boom may be placed in front of the discharge structure that diverts water to Ethling Drain.
- 2. Ensure secondary clean-up response using additional clean-up equipment and material, to be available within four hours after initial deployment of containment boom.

All efforts should be made to handle the spill locally. However, in the event a spill is

involved, the level of responsibility will shift to the highest ranking officials, such as the local fire chief in the event of a fire or explosion, or in the event of an oil spill the On-Scene Coordinator appointed by DeKalb County Environmental Services or other appropriate agency. Any owner or resident discovering a spill shall take all steps possible to:

1. Immediately contain the spill.
2. Reduce the hazard.
3. Contact the Lake Leader.

Clean-up and discharge containment equipment shall be initially provided by the Unit owner and will be stored at the boatlift or other specified locations.

Boom materials shall be stored on-site for rapid deployment. Equipment stored on-site shall include:

- A. Dipnets/poles and Sorbents.
- B. Containment Booms.
- C. Disposal Bags and Bags.

#### ARTICLE XVI

#### MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Residential Units in the properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or Guarantor with the Residential Unit number and mailing address of the residential unit Owner thereby becoming an "Eligible Holder") will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a portion of the property or which affects any Residential Unit in which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder and of which the owner has notice;
- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Residential Unit subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days.

Section 2. Insurance Payments by Mortgagees. Eligible Holders may jointly or singly, pay taxes or other charges which accrue in default on the Common Area and may pay or deduct premiums on casualty insurance policies or acquire new casualty coverage upon the lapse of an Association policy. The term Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority. No provision of this Declaration or the Bylaws shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Residential Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards or losses to or a taking of the Common Property.

Section 6. Notice Requirement. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any and all mortgages encumbering such Owner's Residential Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation unilaterally delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 8. Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, the Bylaws, or Florida corporate law for any of the actions set forth in Article 6.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to execute to or concur in any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within fifteen (15) days of the date of the Association's request.

IN WITNESS WHEREOF the Declaration is executed on the date as set forth above.

OVERDAKS DEVELOPMENT, LTD.  
A Foreign Limited Partnership

BY M-K OAKS, INC., for General Partner  
A Florida Corporation

WITNESSES:

[Signature]  
Print Name: Edward Noble

BY: [Signature]  
Print Name: Edward Noble - President  
Address: 1825 Royal Lane, Suite 100  
Dallas, TX 75229

[Signature]  
Print Name: Austin Young

Date: 11/10/06

STATE OF FLORIDA  
COUNTY OF LEWIS

THE FOREGOING instrument was acknowledged before me this 10 day of November 2006, by Edward Noble, President of MK Oaks, Inc. who personally known to me and Austin Young who is not personally known to me and who acknowledged the execution of the foregoing instrument.

[Signature]  
Notary Signature:

Notary Stamp or Seal



JOURNAL OF MORTGAGES

The undersigned, VAL VERDE HOLDINGS, INC., a Texas corporation (the "Mortgagee"), hereby certifies that a certain part of the foregoing Declaration of Recitals and for Single Creek Reserve as the "Declaration" is contained in Official Records Book 10440, Page 100, and also, in addition thereto, the part of the Mortgage described in and recorded by that certain Mortgage ("Mortgage") executed by OVERDAHS DEVELOPMENT, LTD., a Texas limited partnership (the recorder referred to as the "Borrower")...of JOHN HUGHES & COMPANY STREET and E. JOAKIM OVERHOLM STREET, dated as of August 4, 1994, recorded August 8, 1994 in Official Records Book 1205, Page 435, as assigned in MIDDLE-HOOD DEVELOPMENT, a Texas general partnership, and VAL VERDE HOLDINGS, INC., a Texas corporation, by Assignment of Mortgage dated September 20, 1995 recorded September 29, 1995, in Official Records Book 1282, Page 1425, as further assigned to the undersigned Mortgagee by Assignment of Mortgage dated September 27, 1995, recorded September 28, 1995 in Official Records Book 1282, Page 1440, by that certain Special and Mortgage Modification Agreement recorded March 28, 1996 in Official Records Book 1311, Page 1500 and in the Public Records of Tarrant County, Texas as well as any other instruments, recordings, and final rules, regulations and conclusions thereon, which he is duly and lawfully made.

Signed, sealed and delivered  
in the presence of:

VAL VERDE HOLDINGS, INC.,  
a Texas Corporation

John L. Moore  
Name: John L. Moore

Robert S. Jones  
Name: Robert S. Jones  
by VICE PRESIDENT

Shirley D. Jones  
Name: Shirley D. Jones

15 Corporate Blvd  
Address: 3840 Lemmon Street Blvd. 101 S. Pearl Street  
Suite 400 Dallas, Texas 75226  
Dallas, Texas 75248

STATE OF TEXAS  
COUNTY OF Tarrant  
The foregoing instrument was acknowledged before me this 29th day of November, 2000, by  
Robert S. Jones as VICE PRESIDENT of VAL VERDE HOLDINGS,  
INC., a Texas Corporation on behalf of the corporation. He is a personal known to me or  
has produced \_\_\_\_\_ as Identification



Eric S. [Signature]  
Name: Eric S. [Signature]  
My Commission Expires: 12/31/02







**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

10000 W. BOYSSON BOULEVARD, MIAMI, FLORIDA 33156 • PHONE: (305) 424-1000 • FAX: (305) 424-1001  
WWW.SFWMD.COM • 10000 BOYSSON BOULEVARD, MIAMI, FLORIDA 33156

FORM 27

Permit No. 15-00774-S  
Application No. 110077-1

July 19, 2004

OVERSEAS DEVELOPMENT LTD  
ATTENTION: WATER RESOURCES AT THE STORE  
4040 SW 15th Street, Royal Palm Beach, FL  
33411, Tel: 561-994

Dear Sir(s):

Enclosed to your firm is an outgrowth by the Governing Board of the South Florida Water Management District of the Meeting of July 14, 2004.

Please note that there are pre-construction documentation requirements which must be met prior to commencement of any construction activity. Failure to comply with these requirements may result in the award of a permit being voided. In the event of a violation, the District may take enforcement action to force cessation of non-compliant activities pending full compliance.

Special Care must be given to all permit areas to be filled with lots. Easements should be obtained for utility easements and the water control, as applicable, and your compliance of these required records.

Should you have any questions concerning these requirements, please feel free to contact this office.

Sincerely,

\_\_\_\_\_  
S. J. [Name] Jr.  
President, May 11  
County Clerk  
Environmental and the Regulatory Department  
K. [Name]

RECEIVED	
JUL 23 2004	
CLASSIFIED BY	DATE
APPROVED BY	
COPY TO	DATE
FILE	DATE
TO	

Approved: \_\_\_\_\_

\_\_\_\_\_  
S. J. [Name] Jr.  
President, May 11  
County Clerk

\_\_\_\_\_  
K. [Name]

\_\_\_\_\_  
S. J. [Name] Jr.  
President, May 11  
County Clerk

EXHIBIT

ROCKY MOUNTAIN WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL PROTECTION

PERMIT NUMBER: 00076-0

DATE ISSUED: JULY 16, 2004



PERMITTEE: GARDENS EDUCATION LTD  
10000 100TH STREET, S.W.  
EDMONTON, ALBERTA T5H 2G6

ORIGINAL PERMIT NUMBER: 00076-0

GENERAL PROJECT DESCRIPTION: CONSTRUCTION AND INSTALLATION OF A WATER TREATMENT PLANT WITH A CAPACITY OF 1000 LITERS PER DAY FOR THE PURPOSE OF PROVIDING WATER TO THE PLANT.

APPROXIMATE DURATION: 120 DAYS FROM THE DATE OF COMMENCEMENT OF WORK TO THE DATE OF COMPLETION OF WORK. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PROJECT LOCATION: 10000 100TH STREET, S.W. EDMONTON, ALBERTA T5H 2G6

PERMIT DURATION: See Special Conditions, Section 10 of the Permit for details.

The Permittee is required to provide a copy of this permit to the appropriate regulatory agencies and to the public. The Permittee shall also be responsible for obtaining all necessary permits from the appropriate agencies. The Permittee shall also be responsible for ensuring that the construction and installation of the water treatment plant is carried out in accordance with the requirements of the permit and the applicable laws and regulations.

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SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:  
1. The Permittee shall be responsible for ensuring that the construction and installation of the water treatment plant is carried out in accordance with the requirements of the permit and the applicable laws and regulations.

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE ROCKY MOUNTAIN WATER MANAGEMENT DISTRICT

DATE: 16 JULY 2004  
BY: [Signature]  
TITLE: [Title]



[Signature]  
SECRETARY





