

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6888
FACSIMILE (561) 994-4985

STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@ssclawfirm.com

July 19, 2012

Board of Directors
Casabella Property Owners Association, Inc.
c/o Lang Management
21045 Commercial Trail
Boca Raton, FL 33486

**Re: Casabella Property Owners Association, Inc.
Our File No. 7242.01**

Dear Members of the Board:

Enclosed please find the recorded amendments to the Declaration of Covenants for Casabella. As you can see, the amendments were recorded on July 3, 2012, in Official Records Book 25306, at Page 1175, in the Public Records of Palm Beach County, Florida. Please note that we have retained a copy for our document file.

Should you have any additional questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS SAX CAPLAN



STEVEN G. RAPPAPORT

SGR/eb

Enclosure

M:\Association\Casabella POA\Letter\BOD re filed amend 7-19-12.wpd

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

CFN 20120261928
OR BK 25306 PG 1175
RECORDED 07/03/2012 15:20:47
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1175 - 1177; (3pgs)

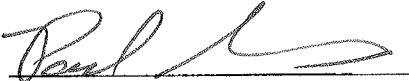
**CERTIFICATE OF AMENDMENT TO THE
THE DECLARATION OF COVENANTS
FOR CASABELLA**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants for Casabella. The Declaration of Covenants for Casabella is recorded in Official Records Book 18572, at Page 0225, and re-recorded in Official Records Book 19164, at Page 0220 of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 20 day of JUNE, 2012.

WITNESSES:

**CASABELLA PROPERTY OWNERS
ASSOCIATION, INC.**


Signature

By: 
Steven Cohen, President

Paul Seperstein
Print Name


Signature

By: 
Dan Weiss, Secretary

HAL WEBER
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of JUNE, 2012, by STEVE COHEN, as President, and DAN WEISS, as Secretary of Casabella Property Owners Association, Inc., a Florida not-for-profit corporation, who is Personally Known [] or Produced Identification [].

Type of Identification Produced: DL



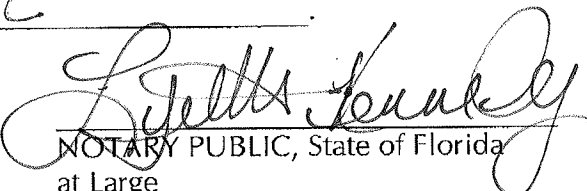

NOTARY PUBLIC, State of Florida
at Large

EXHIBIT "A"

**AMENDMENT TO
THE DECLARATION OF
COVENANTS FOR CASABELLA**

The Declaration of Covenants Casabella is recorded in Official Records Book 18572, at Page 0225, and rerecorded in Official Records Book 19164, at Page 0220 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted:

Item 1: The Definition of "Association" in Article I of the Declaration of Covenants for Casabella ("Declaration") shall be amended as follows:

(a) "Association" shall mean and refer to CASABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns, and which shall be governed by the provisions of Chapter 617 and 720, Fla. Stat., as same may be amended from time to time.

Item 2: Article V, Section 6 of the Declaration shall be amended as follows:

Section 6. Subordination of Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. The lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel. A lien for assessments shall not be affected by any sale or transfer of a parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his/her/its successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel 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 Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Parcel from liability for, nor the Parcel 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. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public

Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

SACHS SAX CAPLAN

ATTORNEYS AT LAW

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6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
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STEVEN G. RAPPAPORT, ESQ.
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
e-mail: srappaport@ssclawfirm.com

August 20, 2013

Board of Directors
Casabella Property Owners Association, Inc.
c/o Lang Management
21045 Commercial Trail
Boca Raton, FL 33486
Attention: Stephen Cohen

**Re: Casabella Property Owners Association, Inc.
Our File No. 7242.01**

Dear Members of the Board:

Enclosed please find the recorded amendments to the Declaration of Covenants for Casabella and the Bylaws for Casabella Property Owners Association, Inc. As you can see, the amendments were recorded on August 13, 2013, in Official Records Book 26251, at Page 1703, in the Public Records of Palm Beach County, Florida. Please note that we have retained a copy for our document file.

Should you have any additional questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

SACHS SAX CAPLAN



STEVEN G. RAPPAPORT

SGR/eb
Enclosure

M:\Association\Casabella POA\Letter\BOD re filed amend 8-19-13.wpd

LYNETTE KENNEDY
MY COMMISSION # EE 082121
EXPIRES: April 10, 2015
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF COVENANTS FOR CASABELLA AND TO THE BYLAWS OF CASABELLA PROPERTY OWNERS ASSOCIATION, INC.

The Declaration of Covenants Casabella is recorded in Official Records Book 18572, at Page 0225, and rerecorded in Official Records Book 19164, at Page 0220 of the Public Records of Palm Beach County, Florida. The Bylaws of Casabella Property Owners Association, Inc. were originally recorded in Official Records Book 18572 at Page 274 in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article III, Section 2(a) of the Declaration of Covenants for Casabella (the "Declaration") shall be amended as follows:

(a) The right of the Association to suspend the right to use all or a portion of the Common Areas by a Member and/or Member's tenants, guests and invitees for any period during which any assessment or other monetary obligation against such Member's Parcel remains unpaid, and to fine and/or suspend such Member's, or such Member's tenants, guests or invitees right to use all or a portion of the Common Areas for a reasonable period of time for any infraction of the Association governing documents, including, but not limited to, its published rules and regulations, provided however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with Florida Statutes 720.305(2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due to the Association. In addition, the Association shall have the authority to suspend a Member's voting rights in accordance with the requirements and procedures of Section 720.305, Fla. Stat., as amended from time to time.

Item 2: Article V, Section 5 of the Declaration shall be amended as follows:

5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within fifteen (15) days after the due date a late fee of ~~Fifty and No/100 Dollars (\$50.00)~~ Twenty Five (\$25.00) Dollars or five percent (5%) of the amount of each installment, whichever is greater, that is paid past the due date, and interest beginning from the due date, at the highest rate allowable by law, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Parcel Owner personally obligated to pay same, and/or foreclose the lien against the Parcel. The Association shall not be required to bring such an action if it believes that the best interests fo the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including reasonable attorneys' fees, required to collect same. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such

Parcel. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Item 3: Article VI, Section 4 of the Declaration shall be amended as follows:

4. Miscellaneous. The Association shall be responsible for the general maintenance of the Common Areas, any and all required maintenance of the waterbodies within the Community, as well as perimeter walls, fences, private roads, bridges, and landscape areas, an all mitigation areas therein, and any Common Area property subsequently dedicated or transferred to the Association, the general maintenance and operation of the guard/gate house, and payment for the operation of and monthly charges for utility services, and maintenance responsibilities otherwise referenced herein. In addition, the Association shall be responsible, as an Association expense, to maintain and repair the irrigation valve and locks for the valve boxes. Further, and for purposes of clarification, the Association shall be responsible for the repair and maintenance of the Inlet Yard Common Area drains pursuant to any and all engineering plans.

Item 4: Article XI, Section 5 of the Declaration shall be amended as follows:

Section 5. Leasing of Parcels. In the event a Parcel Owner leases his/her/its Parcel, such lease shall contain a covenant that the lessee acknowledges that the Parcel is subject to this Declaration and is familiar with the provisions hereof, including the occupancy restrictions set forth in Article XVI, Section 12, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Parcel does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and Parcel Owner. All costs and expenses of the foregoing shall be the cost and expense of such Parcel Owner. The Parcel Owner shall be liable and fully responsible for all acts of Parcel Owner's lessee and responsible for the compliance of the lessee of all provisions of this Declaration. Further, in no event shall a Parcel be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months. The Association shall have the express authority to approve or disapprove of all leases of any Lots, including, but not limited to, any renewal or extension of any lease. The authority to approve of all leases shall also provide the Association with the authority to approve of all proposed occupants of any Lot, whether or not such occupants are identified on the formal lease agreement. The Association shall have the further authority to conduct any and all necessary background checks and/or to conduct a personal interview with any of the proposed lessees or occupants of a Lot. In connection with the approval or disapproval of any lease, and the authority to conduct such background checks, the Association shall be empowered, by resolution of the Board of Directors, to charge an application fee and/or to charge the actual costs of any such background checks, which amount shall be

determined from time to time by the Board of Directors.

Without limiting the Association's ability to disapprove of all leases, including all renewals and extensions of existing leases and any subsequent leases and all occupants, a proposed tenant or occupant may be disapproved by the Association for any reasonable grounds, which reasonable grounds shall include, but not be limited to, the following:

- (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or
- (2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any other felony within the ten (10) years preceding the date of application; or
- (3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (5) The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot; or
- (6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section; or
- (7) The person(s) seeking approval (which shall include all proposed occupants) has a history of bad credit, or has a history of non-payment of

assessments or other financial obligations to this or any other Association, or is otherwise demonstrated to be a clear financial risk to the Association; or

- (8) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

Item 5: Article XIV, Section 1 of the Declaration shall be amended as follows:

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, "umbrella type" dish antennas, landscaping, driveways, walkways, patio decks, prefabricated shed or other structure of any kind shall be erected, constructed, placed or maintained in the Community, nor shall any residence or other improvements on each Parcel, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two (2) complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two (2) plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on a Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the "Architectural Committee" of the Association. The foregoing prior approval is intended to specifically apply to the painting of a Parcel or any other maintenance or repair which changes the exterior appearance of a Parcel or other improvements on a Parcel. Notwithstanding the foregoing, the Architectural Committee shall approve the construction of an access ramp on a Parcel, provided that the Parcel Owner, or permanent resident therein, has a medical necessity or disability that requires such ramp and the conditions in Section 720.304(5)(a), Florida Statutes have been satisfied. Further, and notwithstanding anything to the contrary herein, a homeowner shall have the right, without the need to submit for Architectural Committee approval, to modify, add and/or replace ornamental plants within their existing planting beds, which shall also include adding or replacing mulch and/or stone. However, this shall not include the following: (i) the removal or addition of existing palm and/or hardwood trees; (ii) the removal, addition or modification of any Common Areas or any materials or improvements located on the Common Areas; or (iii) any modification of the size and/or location of any existing planting beds located on the Lot.

Item 6: Article XVI, Section 5 of the Declaration shall be amended as follows:

5. Vehicle Parking. No boats, trailers of any kind or campers (motorized or

towed) shall be parked in the Community. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (½) ton capacity shall be parked in the Community. Personal street vans, personal trucks of one (1) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked in the Community. No vehicles of any nature shall be parked on any portion of the Community or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed in the Community. In addition, all terrain vehicles (ATVs) or other similar recreational vehicles shall not be allowed to be driven within any portion of the Association property.

Item 7: Article XII of the Bylaws of Casabella Property Owners Association, Inc. ("Bylaws") shall be amended as follows:

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Parcel against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of ~~\$50.00~~ Twenty Five (\$25.00) Dollars or five (5%) percent of the delinquent installment, whichever is greater, beginning from the date due, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same and/or foreclose the lien against the Parcel, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with the collection and/or appeal shall be added to the amount of such assessment. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her/its Parcel. Any assessment or installment on an assessment that is not paid when due shall also bear interest from the due date until paid at the highest rate allowable by law.

Item 8: Article XIII, Section 1 of the Bylaws shall be amended as follows:

Section 1. Statutory Authority. As permitted under the provisions of Florida statute 720.305(2), the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees, or both, to use the Common Areas and facilities, and may levy reasonable fines as permitted by Florida law, and if not specifically set forth in the Florida Statutes, an amount not to exceed ~~Fifty and No/100 (\$50.00)~~ One Hundred and No/100 (\$100.00) per violation, against any Member or tenant, guest or invitee and the Association may recover its reasonable legal fees incurred to collect such fine from the Member.

Item 9: Article XIII, Section 3 of the Bylaws shall be deleted in its entirety as follows:

~~Section 3. Not Apply for Failure to Pay Assessments. The provisions of this Article may not be imposed upon any Member because of the failure of the Member to pay assessments or other charges when due.~~

This instrument was prepared by
Robert S. Freedman, Esquire
CARLTON FIELDS, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

Record and return to:
Stephen L. Kussner, Esquire
Gray Robinson, P.A.
201 North Franklin Street, Suite 2200
Tampa, Florida 33602
Telephone: 813/273-5000

Universal Land Title
1555 Palm Beach Lakes Blvd.
Suite 500
West Palm Beach, FL 33401

CFN 20100074214
OR BK 23713 PG 0359
RECORDED 02/26/2010 09:31:57
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0359 - 362; (4pgs)

933-697914

[space above line for recording information]

ASSIGNMENT OF DECLARANT'S RIGHTS
CASABELLA

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment") is given effective as of February 17, 2010 (the "Effective Date"), by TOUSA HOMES, INC., a Florida corporation, debtor-in-possession, whose address is 4000 Hollywood Blvd., Suite 400 North, Hollywood, Florida 33021 ("Assignor"), and SLV CASABELLA, L.L.C., a Delaware limited liability company, whose address is 6310 Capital Drive, Suite 130, Bradenton, Florida 34202 ("Assignee").

WHEREAS, Assignor is Declarant pursuant to that certain Declaration of Covenants for Casabella, recorded in Official Records Book 18572, beginning on Page 225, and rerecorded in Official Records Book 19164, beginning on Page 220 in the Public Records of Palm Beach County, Florida as amended (the "Declaration");

WHEREAS, in connection with the transfer of that certain property located in Palm Beach County, Florida, containing the residential subdivision project known as Casabella (the "Project"), Assignor desires to transfer and assign to Assignee all rights of Assignor as developer of the Project, and Assignee desires to obtain all such rights.

WHEREAS, Article X of the Declaration permits the Declarant to assign all of the Declarant's rights in connection with the portions of the property which are subject to the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.
2. Assignment. Assignor hereby grants, sells, transfers, and delivers unto the Assignee, its successors and assigns the all rights of the Assignor (but specifically excluding the right of Assignor to retain receivables collected from homeowners attributed to the period of time prior to the date hereof), including, but not limited to: (a) Developer of the Project; (b)

15961644.3

Declarant under the Declaration; (c) Declarant under the plat(s) pertaining to the properties being conveyed from Assignor to Assignee of even date herewith (the "Plat"); (d) all rights as the Class B Member under the Articles of Incorporation and Bylaws of Casabella Property Owners Association, Inc., a Florida non-profit corporation (the "Association") and all documents and materials relating to the Project, the Plat, the Declaration or the Association, as more particularly described on Exhibit "A" attached hereto (collectively, "Project Documents").

3. Acceptance of Assignment. Assignee hereby accepts this Assignment and Assignee hereby accepts and assumes those rights, title, interests, duties, restrictions, benefits and obligations of Assignor under the Declaration.

4. Accounts, Reserves, Bonds. Assignor hereby transfers and assigns all amounts paid by members, all accounts, reserves, accounts receivable, bonds and other amounts paid or to be paid by the members.

5. Resignations of Association Board of Directors / Officers. Simultaneously herewith, Assignor shall deliver the original resignations of those officers and members of the Board of Directors of the Association who are employed by or who are controlled by Assignor. Assignee shall have the right to elect and/or appoint substitute officers and members of the Board of Directors of the Association until Turnover as such term is defined in the Declaration.

6. Warranties and Representations. Assignor warrants and represents:

- (a) That it has the right to exercise and deliver this Assignment; and
- (b) That it has made no other assignment of the items assigned herein, except to the Assignee.
- (c) That all Streets, Roads, Rights-of-Way, Access Easements, Drainage Easements, Utility Easements, Common Areas, Conservation Tracts, Water Management Tracts, Lake Mitigation Tracts, Preservation Areas, Landscape Buffers, Landscape Tracts and Recreation Tracts set forth in the Declaration or the Plat have been dedicated or deeded to the Association and that the Association is maintaining the same.

7. Acceptance. Assignee hereby accepts this Assignment from and after the date hereof of the Declaration.

8. Recording. Assignor and Assignee hereby direct that this Assignment be recorded in the public records of Palm Beach County, Florida, to give notice of the terms and conditions set forth herein.

9. Binding Obligations. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida.

10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

Signed, sealed and delivered
in the presence of:

TOUSA HOMES INC., a Florida corporation,
debtor-in-possession

Name: Daniel P. Wurtenberger

By: [Signature]

Name: Tommy McAden

Title: Executive Vice President

Name: LAURIE W. GILMAN

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of February, 2010 by Tommy McAden, as Executive Vice President of **TOUSA HOMES INC.**, a Florida corporation, debtor-in-possession, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced _____ as identification.

[Signature]
NOTARY PUBLIC

Name: _____

Serial No. _____

My Commission expires: _____



DANIEL P. WURTENBERGER
MY COMMISSION # DD 542708
EXPIRES: June 23, 2010
Bonded Thru Budget Notary Services

EXHIBIT A
PROJECT DOCUMENTS

Declaration of Covenants for Casabella, recorded in Official Records Book 18572, beginning on Page 225, and rerecorded in Official Records Book 19164, beginning on Page 220 in the Public Records of Palm Beach County, Florida as amended.

15961644.3



CFN 20110370965
OR BK 24779 PG 1213
RECORDED 10/05/2011 12:08:57
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1213 - 1217; (5pgs)

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS RESPECTING CASABELLA

THIS PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS RESPECTING CASABELLA (the "Partial Assignment") is given, effective as of _____, 2011 (the "Effective Date"), by **SLV CASABELLA, L.L.C.**, a Delaware limited liability company, whose address is 6310 Capital Drive Suite 130, Lakewood Ranch, Florida 34202 ("Assignor"), to **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 700 NW 107th Avenue, Suite 300, Miami, Florida 33172, and its partners, subsidiaries, and affiliated entities ("Assignee").

WHEREAS, the Assignor and Assignee have entered into that certain Master Option Agreement between Assignor and Assignee executed on January 15, 2010 and which became effective as of February 17, 2010, as amended (the "Option Agreement"), whereby Assignor has agreed to sell and Assignee has agreed to purchase certain lots subject to that certain Declaration of Covenants for Casabella, recorded in Official Records Book 18572, beginning on Page 225 of the Public Records of Palm Beach County, Florida, and re-recorded on August 30, 2005 in Official Records Book 19164, at Page 220 of the Public Records of Palm Beach County, Florida, as has been or may be amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Assignor, pursuant to that certain Assignment of Declarant's Rights Casabella recorded in Official Records Book 23713, at Page 359 of the Public Records of Palm Beach County, Florida, is the Declarant under the Declaration; and

WHEREAS, in connection with the transfer of certain property located in Palm Beach County, Florida, containing Parcels (as such term is defined in the Declaration) located in the residential subdivision known as Casabella (the "Project"), Assignor now desires to partially assign the Declarant's rights under the Declaration to Assignee and Assignee desires to assume all such rights, but none of the obligations or liabilities of the Assignor as Declarant under the Declaration.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. Assignment. Solely in connection with all Lots and Parcels owned by Assignee (effective upon the date Assignee acquires title to each of such Lot(s) and/or Parcel(s)), Assignee shall be entitled, on a non-exclusive basis, to exercise the Declarant rights enumerated in Article IX, Section 1, Article IX, Section 2, Article IX, Section 4, Article IX, Section 7, Article IX, Section 8, Article XIV, Section 8 and Article XVI, Section 18, all of the Declaration (collectively, the "Declarant's Rights"). Notwithstanding the foregoing, Assignee shall not have the right to place a construction trailer on the Common Areas or on any Parcels owned by the Assignee. Further, the Assignee's right to use the Project's recreational facilities for promotional events or otherwise in connection with marketing activities shall be subject to availability as determined by the Association's Board of Directors.

3. Acceptance of Assignment. Assignee hereby assumes the Declarant's Rights solely as to the Parcels owned by Assignee (effective upon the date Assignee acquires title to each such Parcel(s)).

4. Limitation of Assignment. Assignee and Assignor hereby agree that the aforementioned assignment of the Declarant's Rights shall not include any assignment (or assumption) of the Assignor's obligations and/or liabilities under the Declaration whatsoever, including, without limitation, any liability with respect to the Association, Common Areas, Parcels and/or any common infrastructure or areas constructed or owned by any party other than Assignee.

5. Grant of Exemptions and Waivers. Solely in connection with all Lots and Parcels owned by Assignee (effective upon the date Assignee acquires title to each of such Lot(s) and/or Parcel(s)), Assignor hereby grants to Assignee all available exemptions of Declarant under the Declaration.

6. Warranties and Representations. Assignor warrants and represents:

- (a) That it has the right to exercise and deliver this Partial Assignment;
- (b) That so long as Assignee (i) is in compliance and not in default under the Option Agreement with respect to the purchase of Lots in the Project, without allowance for applicable cure periods, and (ii) either owns or continues to have the right to purchase from Assignor Parcels in the Project, that Assignor shall not make any other assignment of the Declarant rights under the Declaration to any other party, except to Assignee. Notwithstanding the foregoing, once the Declarant's Rights and exemptions become effective as to Assignee in connection with any acquired Parcel or Parcels, such Declarant's Rights and exemptions shall remain effective irrespective of Assignee's future compliance or non-compliance with the Option Agreement; and
- (c) That it has made no other assignment of the items assigned herein, except to the Assignee.

Notwithstanding anything to the contrary in this Assignment, Assignor does not represent or warrant, and specifically disclaims, any representation or warranty that the rights and exemptions granted to Assignee by Assignor are enforceable and valid as to Assignee's right to enforce. Assignee has not relied upon any such representations, warranties, promises or

guaranties or upon any statements made by Assignor regarding the enforceability of such rights and exemptions by Assignor and has relied solely on its own independent analysis, examination and evaluation of the rights and exemptions granted herein.

7. Recording. Assignor and Assignee hereby direct that this Partial Assignment be recorded in the public records of Palm Beach County, Florida, to give notice of the terms and conditions set forth herein.

8. Binding Obligations. This Partial Assignment shall be binding upon, and inure to the benefit of, the parties to this Partial Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida.

9. Counterparts. This Partial Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

WITNESSES:

This is a copy
Candice Smith
Name: Candice Smith
[Signature]
Name: Tracy Griffith

ASSIGNOR:

SLV CASABELLA, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: Mike Moser
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF MANATEE

Copy
The foregoing instrument was acknowledged before me this 29th day of Sept, 2011 by Mike Moser, as Authorized Signatory of **SLV CASABELLA, L.L.C.**, a Delaware limited liability company, on behalf of the company. He is (☒) personally known to me or (☐) has produced _____ as identification.



Copy
CANDICE N. SMITH
MY COMMISSION # DD 944686
EXPIRES: February 14, 2014
Bonded Thru Budget Notary Services

Candice N. Smith
NOTARY PUBLIC
Name: Candice N. Smith
Serial No. DD944686
My Commission expires: 2-14-14

WITNESSES:

True
Name: Mercy Lopez
Name: Meghann Lopez
Name: Alfonso Alvarado

ASSIGNEE:

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Carlos Gonzalez
Title: V.P.

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2011 by Carlos Gonzalez, as V.P. of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the company. He is (☒) personally known to me or (☐) has produced _____ as identification.

Copy
[Signature]
NOTARY PUBLIC
Name: Alma Briceno
Serial No. _____
My Commission expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
Alma Y. Briceno
Commission # EE067063
Expires: FEB. 28, 2015
BONDED THRU ATLANTIC BONDING CO., INC.



CFN 20100098549
OR BK 23744 PG 0016
RECORDED 03/16/2010 14:45:05
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0016 - 20; (5pgs)

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

James W. Shindell, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 So. Biscayne Boulevard, Suite 2500
Miami, Florida 33131

MEMORANDUM OF OPTION AGREEMENT
(Grand Haven at Linton Boulevard)

This Memorandum of Option Agreement (this "Memorandum") is entered into by and between **SLV CASABELLA, L.L.C.**, a Delaware limited liability company ("**Starwood**"), and **Lennar Homes, LLC**, a Florida limited liability company ("**Lennar**"), as of the 21 day of February, 2010.

Starwood Land Ventures, L.L.C., a Delaware limited liability company, and Lennar have entered into that certain Master Option Agreement dated as of January 15, 2010 (as amended, the "**Option Agreement**").

The Option Agreement grants certain rights to Lennar with respect to the property legally described in **Exhibit A** attached hereto and made a part hereof (the "**Property**") including, without limitation, the right to purchase all or a portion of the Property in accordance with the terms of the Option Agreement, a copy of which is in the possession of Starwood and Lennar. This Memorandum has been recorded to give notice to all interested persons of the existence of the Option Agreement and of the right, title and interest of Lennar thereunder for the purpose of preserving Lennar's rights under the Option Agreement as against any person who might otherwise acquire an interest in the Property without actual notice of Lennar's rights under the Option Agreement with respect to the Property. Starwood acknowledges that its title to the Property is subject to the rights of Lennar pursuant to the Option Agreement.

Lennar and Starwood agree that the notice of the rights of Lennar under the Option Agreement and the Memorandum shall terminate as to all or any portion of the Property, as applicable, if Starwood records in the Public Records of the county where the applicable portion of the Property is located a document terminating notice as to such Property or portion thereof, accompanied by a sworn affidavit of an authorized representative of Starwood that Lennar no longer has any rights to acquire the Property or such applicable portion of the Property under the terms of the Option Agreement, and thereafter no person shall be on notice as to Property or the

MIAMI 2074914.2 7239332896

applicable portion of the Property (as the case may be) for which such a termination of notice is so recorded.

This Memorandum shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

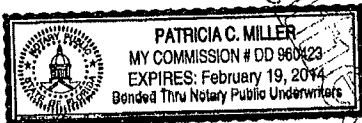
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF the undersigned have entered into this Memorandum as of the date first set forth above.

STARWOOD LAND VENTURES, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: Michael Moser
Title: Authorized Signatory

Sworn to and subscribed before me this 24 day of February, 2010, by Michael Moser, as Authorized Signatory of STARWOOD LAND VENTURES, L.L.C., a Delaware limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

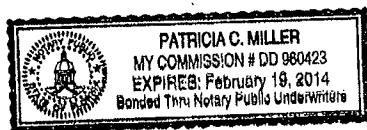


[Signature]
Name: _____
Notary Public, State of Florida
My Commission Expires: _____

SLV CASABELLA, L.L.C.,
a Delaware limited liability company

By: [Signature]
Name: Michael Moser
Title: Authorized Signatory

Sworn to and subscribed before me this 24 day of February, 2010, by Michael Moser, as Authorized Signatory of SLV CASABELLA, L.L.C., a Delaware limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

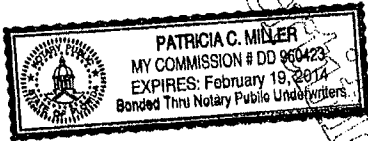


[Signature]
Name: _____
Notary Public, State of Florida
My Commission Expires: _____

LENNAR HOMES, LLC,
a Florida limited liability company

By: [Signature]
Name: James S. Bavouset
Title: Vice President

Sworn to and subscribed before me this 24 day of February, 2010, by James S. Bavouset, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced as identification.



[Signature]
Name: _____
Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT A

THE PROPERTY

CASABELLA

LEGAL DESCRIPTION

Lots 3, 6-18, 46, 47, 49, 51-54, 56-58, 60-61, 66, 70-72, 74, 75, 77-82, 128, 138, 139, 146, 149, GRAND HAVEN AT LINTON BOULEVARD , as recorded in Plat Book 104, page 141, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

WC/42



CFN 20050291348
OR BK 18572 PG 0225
RECORDED 05/13/2005 10:17:48
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0225 - 285; (61pgs)



CFN 20050547220
OR BK 19164 PG 0220
RECORDED 08/30/2005 15:54:01
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0220 - 292; (73pgs)

DECLARATION OF COVENANTS FOR CASABELLA

THIS DOCUMENT IS BEING RE-RECORDED TO REPLACE EXHIBIT "B" AND TO
ADD EXHIBIT "D".

INDEX

	<u>Page</u>
Article I DEFINITIONS	1
Article II ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION	4
Section 1. Annexation by Declarant	4
Section 2. Annexation by Members	4
Section 3. Withdrawal	5
Section 4. Dissolution	5
Article III COMMON AREAS	5
Section 1. Common Areas	5
Section 2. Property Rights	5
Section 3. Delegation of Use	6
Section 4. Ingress and Egress	6
Section 5. Public Easements	6
Article IV MEMBERSHIP AND VOTING RIGHTS	6
Section 1. Membership	6
Section 2. Voting	6
Article V COVENANT FOR ASSESSMENTS	7
Section 1. Payment of Assessments	7
Section 2. Creation of the Lien and Liability of Parcel Owner	8
Section 3. Commencement of First Assessment	8
Section 4. Establishment of Assessments	8
Section 5. Effect of Nonpayment of Assessments; Remedies of the Association	9
Section 6. Subordination of the Lien to Mortgages	10
Section 7. Assessments During Class B Membership	10
Article VI MAINTENANCE OBLIGATIONS OF THE ASSOCIATION	10
Section 1. Common Areas	10
Section 2. Right of Entry by Association	10
Section 3. Others	11
Section 4. Miscellaneous	11
Section 5. Signage Walls	11
Section 6. Street Lighting	11
Section 7. Entry Gates	11
Section 8. Recreational Facilities	11
Article VII MAINTENANCE OBLIGATIONS OF PARCEL OWNERS	11
Section 1. Parcel Owner Responsibility	11
Section 2. Parcel Owner Liability. Should any Parcel Owner do any of the following	12

Article VIII EASEMENTS	12
Section 1. Easement for Encroachments.....	12
Section 2. Additional Easements	12
Section 3. Zero Lot Line Easements	13
Article IX RIGHTS OF DECLARANT	14
Section 1. Sales Office	14
Section 2. Declarant Exempt.....	14
Section 3. Common Areas	14
Section 4. Access for Construction and Sales Purposes	14
Section 5. Right to Alter	14
Section 6. Interpretation and Flexibility	14
Section 7. Indemnification	15
Section 8. General Exemption	15
Section 9. Limitation on Rights as Declarant	15
Article X ASSIGNMENT OF POWERS	15
Article XI GENERAL PROVISIONS	16
Section 1. Enforcement.....	16
Section 2. Severability	16
Section 3. Amendment.....	16
Section 4. Notices	17
Section 5. Leasing of Parcels	17
Section 6. Permits, Licenses and Easements	17
Section 7. Litigation.....	17
Section 8. Termination of Option Agreement.....	17
Article XII INFORMATION TO LENDERS AND PARCEL OWNERS.....	18
Section 1. Records Available	18
Section 2. Financial Statement.....	18
Section 3. Notices	18
Section 4. Conflicts.....	18
Article XIII INSURANCE.....	19
Section 1. Parcels	19
Section 2. Common Areas	19
Section 3. Liability Insurance	19
Section 4. Fidelity Bonds	19
Section 5. Directors and Officers Errors and Omissions Insurance.....	20
Section 6. Purchase of Insurance	20
Section 7. Cost and Payment of Premiums	20
Section 8. Association as Agent.....	20
Section 9. Estimates	20
Section 10. Assessments	21
Section 11. Authority of Association.....	21

Article XIV ARCHITECTURAL APPROVAL	21
Section 1. Approval Necessary	21
Section 2. Membership to Committee	21
Section 3. Endorsement of Plans	22
Section 4. Construction to be in Conformance with Plans	22
Section 5. Deemed Approval	22
Section 6. Right of Entry	22
Section 7. Waiver of Liability	22
Section 8. Declarant and Acacia Exempt	23
Article XV WATER BODIES	23
Section 1. Waterfront Property	23
Section 2. Disclaimer	23
Article XVI PROHIBITED USES	24
Section 1. Garbage and Trash	24
Section 2. Temporary Structures	24
Section 3. Animals	24
Section 4. Stables	24
Section 5. Vehicle Parking	24
Section 6. Signs and Flags	24
Section 7. Business	25
Section 8. Maintenance	25
Section 9. Nuisance	25
Section 10. Unlawful Use	25
Section 11. Antennas	25
Section 12. Occupants	25
Section 13. Use	25
Section 14. Interference	26
Section 15. Clothes Line	26
Section 16. Fences	26
Section 17. Wells	26
Section 18. Not Applicable to Declarant or Acacia	26
Section 19. Hurricane Shutters/Panels	26
Article XVII CONTROLLED ACCESS	26
Article XVIII CABLE TELEVISION, ALARM SYSTEM SERVICE, AND COMMUNITY SYSTEMS	27
Section 1. Cable and Systems	27
Section 2. Disclaimer	27
Article XIX	28
Article XX SURFACE WATER MANAGEMENT SYSTEM	29
Section 1. Monitoring	29

Section 2.	Permit.....	29
Section 3.	Enforcement.....	29
Section 4.	Dissolution of Association.....	29
Section 5.	Conservation Easements	29

- Exhibit A – Legal Description
- Exhibit B – Articles of Incorporation of Association
- Exhibit C – Bylaw of Association
- Exhibit D – The Permit

PREPARED BY:

TOUSA Homes, Inc.
123 N.W. 13th Street
Suite 300
Boca Raton, Florida 33432

**DECLARATION OF COVENANTS
FOR
CASABELLA**

THIS DECLARATION is made by TOUSA HOMES, INC., a Florida corporation ("**Declarant**"), whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432, and ACACIA CREDIT FUND 8-A L.L.C., a Delaware limited liability company ("**Acacia**");

WITNESSETH:

WHEREAS, Declarant is the holder of an exclusive option to purchase and Acacia is owner of certain property in Palm Beach County, Florida, more particularly described in **Exhibit "A"** affixed hereto and made a part hereof.

WHEREAS, Declarant has the right to acquire the Property from Acacia pursuant to that certain Option Agreement dated January 6, 2003 (the "**Option Agreement**"), entered into between Acacia, as Optionor, and Declarant, as Optionee, as evidenced by that certain Memorandum of Option recorded in the Official Record Book 14729, Page 1330 of the Public Records of Palm Beach County, Florida.

WHEREAS, Declarant and Acacia are desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future Parcel Owner and shall apply to and bind every present and future Parcel Owner of said property and their heirs, successors and assigns.

NOW, THEREFORE, Declarant and Acacia hereby declare that the real property described in **Exhibit "A"** is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

**ARTICLE I
DEFINITIONS**

"**Acacia**" shall mean ACACIA CREDIT FUND 8-A L.L.C., a Delaware limited liability company, and any person to whom it may expressly assign any or all of its rights under this Declaration by an instrument recorded in the Public Records of Palm Beach County, Florida.

"**Articles**" shall mean the filed Articles of Incorporation for the Association attached hereto as **Exhibit "B."**

"Association" shall mean and refer to CASABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns.

"By-Laws" shall mean the By-laws of the Association attached hereto as Exhibit "C."

"Common Area(s)" shall mean all real property (and interests therein and improvements thereon) owned or leased by, or dedicated to, Palm Beach County, the SFWMD, or the Association for the common use and enjoyment of the Members, including, but not limited to, the tracts pursuant to the Plat of the Community, as may be re-platted from time to time, and as may be further hereinafter defined specifically, but not limited to, Article III hereof. The Common Areas shall also include those areas deeded to the Association pursuant to the sale of the subject property to Declarant or later conveyed to Declarant and/or the Association, including but not limited to, the roads within the Community, entry features, landscape buffers, signage, walkways, open spaces, parks, other recreational facilities, the Surface Water Management System, and any on-site mitigation and/or preservation areas as required by the Permit (hereinafter defined).

"Community" shall mean and refer to that certain real property described in Exhibit "A" affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

"Declarant" shall mean and refer to TOUSA HOMES, INC., a Florida corporation ("TOUSA"), or any person or entity to whom all of Declarant's rights reserved to the Declarant hereunder are assigned in accordance with the provisions hereof. On the date of the recordation of this Declaration, the Lots are owned by Acacia, subject to an option to purchase in favor of Declarant pursuant to the Option Agreement. The Declarant's rights shall be assigned only by written, recorded instrument expressly assigning those rights. So long as the Option Agreement remains in effect, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of Acacia. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase by TOUSA from Acacia of all of the Lots, Acacia shall automatically become the Declarant under this Declaration, in which event all references to "Declarant" shall thereafter mean and refer only to Acacia or its successors or assigns, and after which event TOUSA (or its successors or assigns) shall no longer be the Declarant under this Declaration; provided, however, that Acacia shall not be liable to any Member or any other person for any act or omission of Declarant including, without limitation, Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, arising prior to the date Acacia succeeds to Declarant's rights hereunder, and Acacia shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date Acacia succeeds to Declarant's rights hereunder, and Acacia is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date Acacia succeeds to Declarant's rights hereunder. Notwithstanding any other provision in this Declaration, so long as the Option Agreement is in effect, Declarant shall not, without the prior written consent of Acacia, have the right to exercise any of Declarant's rights under this Declaration in any manner that will have a material or adverse impact on the Lots owned by Acacia.

"Governing Documents" shall have the meaning as set forth in Florida Statute 720.301(6).

"Institutional Mortgagee" shall mean a state or federal bank, savings and loan association or service company, a mortgage corporation or mortgage banker, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, F.N.M.A., HUD/VA or any other lender generally recognized as an institutional-type lender, or Declarant and any related entity or person to Declarant, holding a mortgage on a Parcel.

"Member" shall mean a member of the Association and may be used interchangeably with "Parcel Owner" herein.

"Parcel" shall have the meaning as set forth in Florida Statute 720.301(9) and shall be further defined to provide that, no resubdivision of a Parcel shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Parcel shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Parcel. The legal description for each Parcel in the Community shall reference the "Plat" as hereinafter defined and recorded in the Public Records of Palm Beach County, Florida, together with all structures and improvements thereon. Once a Parcel is so created, no further resubdivision shall be permitted. The term "Unit" shall be synonymous with and have the meaning of "Parcel" as defined herein to the extent the term "Unit" may have been used in the filed Articles.

"Parcel Owner" shall mean and refer to the record Parcel Owner, whether one or more persons or entities, of a fee simple title to any Parcel including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Plat" shall mean the Plat of GRAND HAVEN AT LINTON BOULEVARD as recorded in Plat Book 104, Pages 141 through 151, of the Public Records of Palm Beach County, Florida; provided, however, that as long as the Option Agreement remains in effect, any amendments, supplements, affidavits of correction and other modifications to the Plat shall require the prior written consent of Acacia.

"Public Records" shall mean the public records of Palm Beach County, Florida.

"Option Agreement" shall mean that certain Option Agreement dated January 6, 2003 (the "Option Agreement") between Acacia, as Optionor, and Declarant, as Optionee as evidenced by that certain Memorandum of Option recorded January 29, 2003 in Official Record Book 14729, Page 1330, in the Public Records of Palm Beach County, Florida.

"Surface Water Management System" shall mean those lakes, canals and other facilities created and used for drainage of the Community, which are designed by Declarant as Common Areas, and as permitted pursuant to that South Florida Water Management District ("SFWMD") Permit No. 50-06281-P, Application Number 031010-8 attached hereto as Exhibit "D," (the "Permit") as amended by those certain modifications, if any, which are kept and maintained by the Association.

"Voting Interest(s)" shall have the meaning as set forth in Florida Statute 720.301(11).

ARTICLE II

ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. Until such time as Class B membership to the Association has ceased pursuant to the provisions of Article IV hereof, additional residential property and/or Common Areas may be annexed to the Community with the consent and approval of Declarant (the "**Committed Property**"); provided, however, so long as the Option Agreement is in effect, any such annexation shall also require the prior written consent of Acacia. Except for applicable governmental approvals, no consent from any other party, including Class A Members, or any mortgagees of any Parcels shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration and shall be executed by Declarant and any applicable mortgagee and recorded in the Public Records. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subject said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Community. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration; provided, however, that as long as the Option Agreement is in effect, any Notice of Declaration or other instrument recorded shall require Acacia's prior written consent. In no event, however, shall such a Notice of Declaration revoke, modify or, amend the covenants established by this Declaration as to the subject Community. Nothing herein, however, shall obligate Declarant or Acacia to add to the initial portion of the Community, to develop any such future portions under a common scheme, nor to prohibit Declarant from rezoning and changing plans with respect to the Community; provided, however, that as long as the Option Agreement is in effect, any such rezoning and changing plans shall require Acacia's prior written consent. Furthermore, without amending or supplementing this Declaration, Declarant may rezone, replat, covenant in lieu of unity of title, or add to or reduce the number of Parcels within the Community; provided, however that as long as the Option Agreement is in effect, any such rezoning, replating, covenants, or addition or reduction of the number of Parcels shall require Acacia's prior written consent. All Parcel Owners, by acceptance of a deed to or other conveyance of their Parcels, shall be deemed to have automatically consented to any such rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion thereafter made by Declarant and shall evidence such consent in writing if requested to do so by Declarant at any time. Any documents or agreements recorded or otherwise regarding additional covenants, easements, replat, rezoning, annexation, reduction of the number of Parcels, or any other document affecting any portion of the Community without Acacia's prior written consent shall be deemed null and void and of no force and effect unless subsequently approved by a written consent signed by Acacia and recorded.

Section 2. Annexation by Members. At such time as the Class B membership has ceased pursuant to the provisions of Article IV hereof, additional lands may be annexed by the consent of at least two-thirds (2/3) of the Voting Interests of the Association, and the procurement of applicable governmental approvals.

Section 3. Withdrawal. Until such time as the Class B membership has ceased, Declarant shall be entitled to withdraw any portion of the Community which is described in Exhibit "A" affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of this Article II) from the provisions and applicability of the Governing Documents by recording a notice thereof in the Public Records; provided however, that this right of Declarant to withdraw shall not apply to any portions of the Community which have been conveyed to a Parcel Owner thereof unless said right is specifically reserved in such conveyance or unless the transferee of such conveyance agrees to such withdrawal; and provided, however that as long as the Option Agreement is in effect, any such withdrawal shall require Acacia's prior written consent. The withdrawal of any portion of the Community as hereinafter stated shall not require the consent or joinder of any other party, except Acacia, including any Parcel Owner, the Association, or any Institutional Mortgagee of the Community; provided that Palm Beach County has approved same in writing and any other applicable governmental approvals are obtained. Further, said withdrawal shall not be construed to prevent Declarant from developing other forms of residential parcels on the same property, at a later time. Any documents or agreements recorded or otherwise regarding withdrawal of any portion of the Community or any other document affecting the Community without Acacia's prior written consent shall be deemed null and void and of no force and effect unless subsequently approved by a written consent signed by Acacia and recorded.

Section 4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Community, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Community.

ARTICLE III COMMON AREAS

Section 1. Common Areas. Initially, the Common Areas associated with this Association are as defined hereinabove and as set forth on the Plat, together with such other areas, either at the execution hereof or later added pursuant hereto.

Section 2. Property Rights. Except with respect to any portion of the Common Areas subjected to an exclusive use easement and/or right of use as referenced herein, each Parcel Owner shall have a right and easement of enjoyment in and to the Common Areas for their intended purpose, which shall be appurtenant to and pass with the title of each Parcel, subject to the right of the Association to adopt rules and regulations governing the use and enjoyment thereof, and the right of the Association to grant permits, licenses and easements thereover for utilities, roads and other purposes reasonably necessary or useful for the maintenance or operation of the Community. Further, such easement rights within the Common Areas shall be subject to the following provisions:

(a) The right of the Association to suspend the right to use all or a portion of the Common Areas by a Member and/or Member's tenants, guests and invitees for any period during which any assessment against such Member's Parcel remains unpaid, and to fine and/or suspend such Member's right to use all or a portion of the Common Areas for a reasonable period of time for any infraction of its published rules and regulations, provided however, that a Member may not be denied access, ingress or egress to such Member's Parcel and such fine and/or suspension is imposed in accordance with Florida Statute 720.305 (2) and the Bylaws. In the event of such suspension, a Member shall not be entitled to any abatement or reduction in assessments due to the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer (except as permitted in subsection (d) of this Section 2) shall be effective without the consent of at least two-thirds (2/3) of the Voting Interests of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Areas.

(d) The right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Community.

Section 3. Delegation of Use. Any Member may delegate by written instrument to the Association such Member's right of enjoyment to the Common Areas to specified persons in Member's family, Member's tenants or contract purchasers who reside in the Community.

Section 4. Ingress and Egress. Any conveyance or encumbrance upon that portion of the Common Areas providing ingress and egress to and from each Parcel is subject to every Member's right and non-exclusive easement of ingress and egress of such area.

Section 5. Public Easements. Fire, police, health and sanitation and other public personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Parcel Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Parcel Owners, with the exception of Declarant and Acacia, and shall be entitled to one (1) vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be Members. The vote for

such Parcel shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Parcel.

Class B. The Class B Members shall be Declarant and, so long as the Option Agreement is in effect and Acacia is owner of Lots, Acacia. Each Class B Member shall be entitled to cast three (3) votes for each vote which may be cast by each of the Class A Members. The Class B membership shall cease on the happening of the earlier of one of the following events:

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority have been conveyed to Parcel Owners (the number of parcels to be determined in accordance with the preceding criteria shall be determined by Declarant);

(b) such other percentage of the Parcels have been conveyed to Parcel Owners, or such other date or event has occurred, as set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels;

(c) Such earlier date as Declarant may determine.

Notwithstanding the foregoing, as long as TOUSA is the Declarant and the Option Agreement is in effect and as long as Acacia owns any Lots, TOUSA may not, without the prior written consent of Acacia, elect to convert the Class B Memberships to Class A Memberships.

ARTICLE V COVENANT FOR ASSESSMENTS

Note: With respect to the lien rights and liabilities hereinafter provided, such rights and liabilities shall encompass not only a particular Parcel, but shall also encompass any additional real property rights which may have been granted to a Parcel Owner in accordance with Section 2 of Article III of this Declaration.

Section 1. Payment of Assessments. Declarant and Acacia hereby covenant, create and establish, and each Parcel Owner of a Parcel, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this Article V:

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes.

(b) Any special assessments for emergencies, or non-recurring expenses.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs reasonable.

(d) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes.

(e) Fees or charges that may be established for such purpose deemed appropriate by the Board of Directors of the Association.

(f) The assessments under (a-d) above shall be in equal amounts to all Parcel Owners, subject to the provisions of Section 3 of this Article V. Such equal amount shall be determined by dividing the assessment by a fraction, the numerator of which is one (1) and the denominator of which is the number of Parcels in the Community submitted to this Declaration at the time the assessment was enacted.

Section 2. Creation of the Lien and Liability of Parcel Owner. Declarant, for each Parcel owned within the Community hereby covenants, and each Parcel Owner of any Parcel by acceptance of a deed or instrument of conveyance for the acquisition of title to a Parcel, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, excluding however, fines imposed for violations of the rules and regulations of the Community, shall be a charge on the land and shall be a continuing lien upon the Parcel against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Parcel, name of the Parcel Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Parcel Owner of such property at the time when the assessment fell due, as well as his heirs, legal representatives, successors and assigns.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Parcel on the day of the conveyance of title of each Parcel to a Parcel Owner thereof (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the Members of the Association in accordance with the following procedures:

(a) The Board of Directors shall prepare an annual operating budget, reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Declarant, Acacia or another person. The Board of Directors shall provide written notice of the amount and date of commencement thereof to each Owner not less than thirty (30) days in advance of the initial due date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct, which shall be monthly unless otherwise specifically set forth.

(b) Annual assessments against the Parcel Owners of all of the Parcels shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Parcel Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed.

(c) Special Assessments against the Parcel Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(d) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, specific fees, dues or charges to be paid by Parcel Owners of Parcels for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected Member at such time or times as shall be established by the resolution, rule or regulation.

(e) The Association shall prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Parcel Owner. The Association shall, upon request, furnish any Parcel Owner a certificate in writing signed by an officer of the Association, setting forth whether his/her/its assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

(f) Declarant may establish a Working Capital Fund for the Association, which shall be collected from each Parcel Owner at the time of conveyance of each Parcel to such Parcel Owner in an amount equal to two (2) months of the annual assessment for each Parcel. Each Parcel's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Parcel. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet any legitimate Association expense, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund at closing are not to be considered advance payment of any assessments under this Article V, and are not refundable or transferable. In the event that during the startup of the Association, the Association does not have adequate working capital to meet its expenses, Declarant may, but is not obligated, to advance funds on behalf of the Association, and if such advances are made by Declarant then they shall be reimbursed to Declarant by the Association from such Working Capital Fund.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid within fifteen (15) days after the due date a late fee of Fifty and No/100 Dollars (\$50.00), and interest beginning from the due date, may be levied by the Board of Directors for each month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the Parcel Owner personally obligated to pay same, and/or foreclose the lien against the Parcel. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so.

There shall be added to the assessment all costs and expenses, including reasonable attorneys' fees, required to collect same. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Parcel.

Section 6. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. The lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel. A lien for assessments shall not be affected by any sale or transfer of a Parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his/her/its successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel 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 Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Parcel from liability for, nor the Parcel 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.

Section 7. Assessments During Class B Membership. Notwithstanding anything to the contrary contained in this Article V, until such time as Declarant's Class B Membership in the Association terminates in accordance with the provisions of Article IV hereof, and at Declarant's option, for the period of time of Declarant's Class B membership, unless terminated earlier at Declarant's sole discretion, Declarant may be excused from payment of its share of assessments related to its Parcels, and in such event, Declarant shall be responsible to pay any operating expenses incurred that exceed the assessments receivable from other Parcel Owners and other income of the Association. Notwithstanding the foregoing or any other provision contained in this Declaration to the contrary, as long as the Option Agreement is in effect, no assessments shall be levied against Lots owned by Acacia which remain subject to the Option Agreement.

ARTICLE VI MAINTENANCE OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Areas. The Association shall at all times operate, maintain, repair and replace at its expense all Common Areas, as set forth herein, except those otherwise dedicated on the Plat, including but not limited to, the Surface Water Management System, and all landscaping, sprinkler systems and other improvements within the Common Areas, in good condition and repair.

Section 2. Right of Entry by Association. Whenever it is necessary to enter a Parcel for the purpose of inspection, including inspection to ascertain a Parcel Owner's

compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the Parcel, the Parcel Owner thereof shall permit an authorized agent of the Association to enter such Parcel, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire, flood or hurricane, entry may be made at any time. Each Parcel Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 3. Others. The Association may, as determined from time to time by the Board of Directors, maintain vegetation, landscaping and/or the sprinkler system upon areas which are not within the Community but are near the same and are owned by a utility or governmental authority, so as to enhance the appearance of the Community, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways.

Section 4. Miscellaneous. The Association shall be responsible for the general maintenance of the Common Areas, any and all required maintenance of the waterbodies within the Community, as well as perimeter walls, fences, private roads, bridges, and landscape areas, and all mitigation areas therein, and any Common Area property subsequently dedicated or transferred to the Association, the general maintenance and operation of the guard/gate house, and payment for the operation of and monthly charges for utility services, and maintenance responsibilities otherwise referenced herein.

Section 5. Signage Walls. The Association shall be responsible for the maintenance of all signage walls in the Community.

Section 6. Street Lighting. The Association shall be responsible for the general maintenance of all street lighting, street poles and fixtures pursuant to any agreements between the Association and Florida Power and Light.

Section 7. Entry Gates. The Association shall be responsible for the maintenance of all entry gates in the Community.

Section 8. Recreational Facilities. The Association shall be responsible for the maintenance of all recreational facilities, unless otherwise indicated or delegated.

ARTICLE VII MAINTENANCE OBLIGATIONS OF PARCEL OWNERS

Section 1. Parcel Owner Responsibility. Each Parcel Owner shall be responsible for the repair, maintenance and/or replacement of all portions of the residence and other improvements of the Parcel, except for the maintenance duties of the Association as hereinabove provided, including but not limited to, the area outside the boundaries of a waterfront Parcel up to the water's edge, and any area between a Parcel property line and a road. Accordingly, each Parcel Owner shall maintain at Parcel Owner's expense the exterior and interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring,

electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Parcel Owner shall maintain at his/her/its expense all structural, electrical, mechanical and plumbing elements thereof. Any Parcel Owner is strictly prohibited from performing any maintenance duties of the Association without the prior consent from the Board of Directors of the Association and the Architectural Committee (as hereinafter defined), including the painting and cleaning of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Parcel and is prohibited, without such consent, from planting any additional landscaping.

Section 2. Parcel Owner Liability. Should any Parcel Owner do any of the following:

(a) Fail to perform the responsibilities as set forth in Section 1 of this Article VII; or,

(b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,

(c) Undertake unauthorized improvements or modifications to the Parcel Owner's residence or to any other portion of Parcel Owner's Parcel or to the Common Areas, as set forth herein.

The Association, after approval of a majority vote of the Board of Directors and upon ten (10) days' prior written notice to the Parcel Owner, shall have the right, through its agents and employees, to enter upon said Parcel and remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Parcel is subject.

ARTICLE VIII EASEMENTS

Section 1. Easement for Encroachments. In the event that any residence or other improvement upon a Parcel, as originally constructed by Declarant, shall encroach upon any other Parcel or Common Areas, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist. Further, Declarant and/or the Association reserves the right to place easements on Parcels subsequent to their conveyance to Parcel Owners as may be necessary to benefit the Community or as may be required by any governmental authority, statute, rule, ordinance, and the like; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any easement recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded. Such easements shall be located so as not to interfere with the Parcel Owner's use of his/her/its Parcel. Each Parcel Owner agrees to timely execute any and all reasonable documentation that may be necessary and/or or required to confirm, transfer and record such easements.

Section 2. Additional Easements. Declarant hereby reserves the right for itself and its assigns to hereafter create a non-exclusive easement of use and enjoyment in, to, over and

through certain portions of certain Parcels in favor of Parcel Owners of adjacent Parcels; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any easement recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded. The identification and location of any such easements shall be described on a separate document to be recorded among the Public Records by Declarant prior to the time of closing on any of the Parcels so affected. Generally, but not always, the easements referred to in this paragraph shall not extend beyond five feet (5') on either side of a platted property line. The easement shall be solely for the benefit of the Parcel or Parcels identified in such separate easement.

Section 3. Zero Lot Line Easements. Parcels within the Community may be permitted to accommodate zero lot line residences. A zero lot line residence may be constructed on or within several feet of the designated "**Zero Lot Line**" side of a Parcel. The side of the Parcel that is the "zero lot line side" is indicated on the Plat. The following additional non-exclusive easements are hereby created for the benefit of Parcels within the Community:

(a) A non-exclusive easement is hereby created over, under, across and through the vacant and unimproved portion of each Parcel in favor of (i) the Parcel Owner of the adjacent Parcel; (ii) the Association; and (iii) any utility company providing service to such Parcels, the purpose of which easement shall be for maintenance or repair of any improvements constructed on or near the Zero Lot Line side of the adjacent Parcel, and for installation, maintenance, service, or repair of any utility equipment or meters attached to any improvement constructed on or near the Zero Lot Line side of the adjacent Parcel. The Association and the Parcel Owner of an adjacent Parcel, and any utility company, shall have the right, at all reasonable times, to enter upon the easement area of a Parcel in order to perform work relating to the maintenance, repair or replacement of any improvement constructed on the adjacent Parcel, or for installation, maintenance, inspection, service or repair of any equipment or meters attached to any improvement constructed on the adjacent Parcel and any landscaping installed on the adjacent Parcel. Nothing shall be placed within the easement area which would block access to the easement area, except as to any improvement constructed or landscaping installed by Declarant or its assigns, or replacements thereof. The easements provided for herein are appurtenant to, and shall pass with, the title to each Parcel, subject to the provisions of this Declaration.

(b) A three foot (3') wide perpetual non-exclusive easement is hereby created over, under, across and through each Parcel in favor of the Parcel Owner of the adjacent Parcel for roof overhangs, walls, gutters, down spouts, screen enclosures, drainage and footings along the boundary of each Parcel for the encroachment of and/or drainage from any overhanging roof and for any encroachment or footing relating to a wall on or near the boundary of any adjacent Parcel. This easement shall be a continuous easement and shall cover similar future encroachments which may occur in connection with the repair, maintenance or replacement of the item encroaching on any Parcel or Common Areas.

ARTICLE IX RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as Declarant owns any property affected by this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model residences, have signs and flags on any portion of the Community, employees in the offices, and show residences. Sales office signs and all items pertaining to sales shall remain the property of Declarant.

Section 2. Declarant Exempt. Declarant, Acacia, Parcels owned by Declarant or Acacia and improvements made by Declarant shall be exempt from the prohibition as to adding or altering the landscaping on any Parcels and from owing any assessments set forth in Article V as long as Declarant or Acacia owns one (1) or more Parcels in the Community.

Section 3. Common Areas. For so long as Declarant owns any property affected by this Declaration Declarant shall have the right to create and transfer any Common Areas which it deems in its discretion to be necessary, required or otherwise a benefit to the development as such and in furtherance of the purposes, restrictions and covenants of this Declaration.

Section 4. Access for Construction and Sales Purposes. Declarant shall have a right of access and easement on, over, under and through all of the property described herein, or later added or annexed hereto, for construction and sales purposes, for so long as Declarant owns any property included within the property described herein, or later added or annexed.

Section 5. Right to Alter. Declarant reserves the right to alter the boundaries of all Parcels so long as Declarant owns the Parcels so altered; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any document altering the boundaries of the Parcels recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded. Said alteration may be accomplished by Declarant as permitted by applicable governmental authorities.

Section 6. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within the definition set forth in this Article IX, the determination made by Declarant in such regard (as evidenced by a recorded supplemental declaration stating same) shall be binding and conclusive; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any such document recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded. Moreover, Declarant may, also by way of a supplemental declaration, alter or amend the application of any portion of this Declaration as to specify portion(s) of the Community in order to reflect the characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of the development of the Community contemplated in this Declaration and; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any such supplemental declaration recorded without Acacia's prior

written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded.

Section 7. Indemnification. The Association covenants and agrees that it will indemnify, defend and hold harmless Declarant and Acacia, and any related partners, corporations, or other entities, parent corporations and their employees from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Community or other property serving the Association, or resulting or arising out of the operation of the Association and improvements thereof and thereon, or resulting from or arising out of activities or operation of the Association, and from and against all costs, expenses, counsel fees (including but not limited to, all pre-trial, trial and appellate levels and whether or not suit is instituted), expenses and liabilities incurred by Declarant or Acacia arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The costs and expense of fulfilling this covenant of indemnification set forth in this paragraph shall be an Association expense to the extent such matters are not covered by the Association's insurance. This Section shall not be amended unless such amendment is made by Acacia, so long as the Option Agreement is in effect and Acacia owns Lots, and Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. General Exemption. In general, Declarant and Acacia shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale or other disposition of the Community, or any part thereof.

Section 9. Limitation on Rights as Declarant Notwithstanding any other provision contained in this Declaration, as long as TOUSA is the Declarant, TOUSA shall not, without the prior written consent of Acacia, have the right to exercise any of the "Declarant" rights under this Declaration in any manner which will have a material or adverse impact on the Lots owned by Acacia.

ARTICLE X ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed by Declarant, acknowledged and recorded in the Public Records; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia. Any such deed, conveyance, or assignment recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Parcel Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Parcel Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recover all costs and expenses including court costs and reasonable attorneys' fees. So long as the Option Agreement is in effect, Acacia shall have the right to enforce any of the provisions of this Declaration, the Articles and the Bylaws that are intended to be for the benefit of Acacia. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or Acacia, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon a majority of all Voting Interests of the Association and the execution and recordation of an instrument containing a certification by the President and Secretary of the Association that the amendment is duly adopted, PROVIDED that for the period of time Declarant owns one (1) or more Parcels, Declarant's written consent must first be obtained and, that for the period of time the Option Agreement is in effect, Acacia's written consent must also be obtained; and FURTHER PROVIDED, that for so long as Class B membership in the Association exists, this Declaration may be amended by the execution and recordation of an instrument executed solely by a majority of the Board of Directors. Any such instrument recorded without Acacia's prior written consent shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by Acacia and recorded. Notwithstanding any of the above, for such time that Declarant owns one (1) or more Parcels, Declarant's written consent must first be obtained to any amendment, and for the period of time the Option Agreement is in effect, Acacia's written consent must also first be obtained to any amendment. Declarant or, so long as the Option Agreement is in effect, Acacia shall have the right at any time to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection. It is further provided that in order to be effective any amendment to this Declaration must be recorded in the Public Records.

Notwithstanding anything contained herein to the contrary, the prior written approval of the SFWMD is required for any amendments to this Declaration that could affect the surface water management system.

Section 4. Notices. Any notice required to be sent to any Parcel Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Parcel Owner on the records of the Association at the time of such mailing.

Section 5. Leasing of Parcels. In the event a Parcel Owner leases his/her/its Parcel, such lease shall contain a covenant that the lessee acknowledges that the Parcel is subject to this Declaration and is familiar with the provisions hereof, including the occupancy restrictions set forth in Article XVI, Section 12, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Parcel does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Parcel Owner. All costs and expenses of the foregoing shall be the cost and expense of such Parcel Owner. The Parcel Owner shall be liable and fully responsible for all acts of Parcel Owner's lessee and responsible for the compliance of the lessee of all provisions of this Declaration. Further, in no event shall a Parcel be leased more than one (1) time in one (1) calendar year and in no event shall any such lease have a term of less than six (6) months.

Section 6. Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Community, as so determined by the Board of Directors of the Association.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of all the votes entitled to be cast by all of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article V hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant; provided, however, so long as the Option Agreement is in effect, such action shall require prior written consent by Acacia, or is approved by the requisite percentage votes as set forth in Section 3 of this Article, and pursuant to the same procedures, necessary to institute proceedings as provided above. So long as the Option Agreement is in effect, any such amendment recorded without Acacia's prior written consent shall be deemed null and void and of no force or effect, unless subsequently approved by written consent signed by Acacia and recorded.

Section 8. Termination of Option Agreement. Notwithstanding any other provision of this Declaration, TOUSA and Acacia acknowledge that, upon recordation of a termination of the Option Agreement, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

ARTICLE XII

INFORMATION TO LENDERS AND PARCEL OWNERS

Section 1. Records Available. The Association shall make available to Parcel Owners and to lenders, and to holders, insurers, or guarantors of any first mortgage on any Parcel, current copies of this Declaration, the Articles, or By-Laws, other rules concerning the Community and the Association's books, records and financial statements, including but not limited to, the disclosure summary required by Section 720.601, Florida Statutes, and any other official records set forth in Section 720.303(4), Florida Statutes; provided however, items such as attorney-client privileged documents, information obtained with the approval of a lease, sale or other transfer, and disciplinary, insurance, personnel and health records are excluded under Section 720.303(5)(c)(1), Florida Statutes. "Available" means available for inspection, within ten (10) business days after request, during reasonable hours or under other reasonable circumstances. The Association may charge up to fifty cents (\$0.50) per page for copies made on the Association's equipment.

Section 2. Financial Statement. The Association shall prepare or cause to be prepared a complete set of financial statements with generally accepted accounting principles, in accordance with the requirements set forth in Section 720.303(7), Florida Statutes.

Section 3. Notices. Upon written request to the Association by a holder, insurer, or guarantor of any mortgage of a Parcel (hereinafter referred to as "**Lender**"), which written request shall identify the name and address of the Lender and the Parcel number and address thereof, the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects either a material portion of the Community, or the Parcel securing its mortgage;

(b) Any delinquency in the payment of assessments or charges owed by a Parcel Owner of a Parcel subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 4. Conflicts. As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-Laws, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Parcel eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHA.

Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-Laws, then such amendment may be made and filed by Declarant or the Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Parcel Owner.

ARTICLE XIII INSURANCE

Section 1. Parcels. Since the Association is created solely for the purpose of providing maintenance services of the Common Areas, as herein described, there are no provisions herein as to the procuring of insurance on any Parcel. Such insurance shall be obtained by each Parcel Owner. The Association has no obligation whatsoever regarding Parcel insurance.

Section 2. Common Areas. The Association shall purchase and maintain a policy of property insurance covering all the Common Areas (except land, foundation, excavation and other items normally excluded from coverage) and any common personal property and supplies. The insurance policy shall afford, as a minimum, protection against loss or damage by fire and other perils normally covered by a standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. This policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Common Areas, exclusive of land, foundation, excavation and other items normally excluded from coverage. The policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain, if available, the following special endorsements: "Agreed Amount" and "Inflation Guard Endorsement".

Section 3. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of its maintenance activities. The coverage shall be at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with its maintenance activities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 4. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event

may the aggregate amount of such bonds be less than an amount equal to three (3) months aggregate assessments on all Parcels, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expressions;
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Association;
- (d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

Section 5. Directors and Officers Errors and Omissions Insurance. The Association shall maintain errors and omissions insurance for all of its past and present directors and officers, including but not limited to, any officer or director appointed or elected by Declarant, which insurance shall provide coverage for any acts taken or omissions made, and further that said insurance shall at all times contain tail coverage in order that there shall never be a gap in coverage for any act or omission by any officer or director of the Association.

Section 6. Purchase of Insurance. All insurance purchased pursuant to this Article XIII shall be purchased by the Association for the benefit of the Association, the Parcel Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Parcel Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Parcel Owners and the Association, their respective servants, agents and guests. Each Parcel Owner and the Association hereby agree to waive any claim against each other and against other Parcel Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 7. Cost and Payment of Premiums. The Association shall pay the cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Parcel Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 8. Association as Agent. The Association is irrevocably appointed agent for each Parcel Owner, for each holder of a mortgage upon a Parcel and for each owner of any other interest in a Parcel or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 9. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the

damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors may require by any Institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against the Parcel Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be uniform against all Parcel Owners.

Section 11. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board of Directors. The Association and its Members shall jointly and severally be bound thereby.

ARTICLE XIV ARCHITECTURAL APPROVAL

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, "umbrella type" dish antennas, landscaping, driveways, walk-ways, patio decks, prefabricated shed or other structure of any kind shall be erected, constructed, placed or maintained in the Community, nor shall any residence or other improvements on each Parcel, as originally constructed and provided by Declarant, be altered, changed, repaired or modified unless prior to the commencement of any work thereof, two (2) complete sets for plans and specifications therefore including, as applicable, front, side and rear elevations, and floor plans, and two (2) plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on a Parcel with reference to the street and side lines thereof, shall have been first submitted in writing for approval and approved in writing by the "**Architectural Committee**" of the Association. The foregoing prior approval is intended to specifically apply to the painting of a Parcel or any other maintenance or repair which changes the exterior appearance of a Parcel or other improvements on a Parcel. Notwithstanding the foregoing, the Architectural Committee shall approve the construction of an access ramp on a Parcel, provided that the Parcel Owner, or permanent resident therein, has a medical necessity or disability that requires such ramp and the conditions in Section 720.304(5)(a), Florida Statutes have been satisfied.

Section 2. Membership to Committee. The Architectural Committee shall, until their successors are appointed, consist of persons appointed by Declarant; provided, however, so long as the Option Agreement is in effect, any such appointment shall require Acacia's prior written consent. Until such time as Declarant's Class B membership ceases, in the event of the resignation, failure, refusal or liability of any member of the Architectural Committee to act, Declarant shall have the right to appoint a person to fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the termination of said Class B membership, the Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board; provided, however, so long as the Option Agreement is in effect, any such appointment shall require Acacia's prior written consent.

Section 3. Endorsement of Plans. Approval of plans, specifications and location of improvements by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one (1) set shall forthwith be returned by the Architectural Committee to the person submitting the same. The approval of the Architectural Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained in the Community unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee.

Section 5. Deemed Approval. After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Article XIV unless notice to the contrary shall have been recorded in the Public Records, or legal proceedings shall have been instituted to enforce such compliance.

Section 6. Right of Entry. Any agent or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Committee and any building or structure reasonably believed by such agent or member to be a violation of the covenants, restrictions, reservations, servitudes or easements of this Declaration.

Section 7. Waiver of Liability. Neither the Architectural Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Parcel Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Architectural Committee's duties hereunder. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the Association and the Community. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The Architectural Committee, Declarant or Acacia do not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to the construction of any improvements shall result from review or approval of any plans by the Architectural Committee, Declarant and/or Acacia. Furthermore, the Architectural Committee, Declarant and/or Acacia do not evaluate plans to determine whether the plans satisfy all applicable governmental requirements; and exterior colors and other exterior

changes must be approved by Palm Beach County and/or any other applicable governmental or quasi-governmental entity.

Section 8. Declarant and Acacia Exempt. Declarant, property within the Community owned by Declarant or Acacia and improvements made by Declarant or Acacia shall be exempt from the application of this Article XVI and Declarant and Acacia therefore are not obligated to comply with the provisions hereof; provided however, nothing contained in this Article or elsewhere in this Declaration shall be interpreted to exempt Declarant or Acacia from compliance with any regulations of Palm Beach County.

ARTICLE XV WATER BODIES

Section 1. Waterfront Property. As to all portions of the Community which have a boundary contiguous to any lake, canal or other body of water ("water body"), the following additional restrictions and requirements shall be applicable:

- (a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any water body within the Community.
- (b) No motorized boats shall be permitted on or in any water body within the Community.
- (c) No motorized boat, boat trailer or vehicular parking shall be permitted on any water body slopes or shore areas within the Community.
- (d) No motorized boat shall be operated on any water body except by the Association or its designee for maintenance purposes.
- (e) No plantings of any kind or removal of sod or other vegetation shall be made by any Parcel Owner in any waterfront easement as shown on the Plat.
- (f) No Parcel Owner shall be permitted to install a fence across any waterfront easement until such Parcel Owner has received written approval from the all applicable governmental agencies, including but not limited to, the SFWMD, as well as from the Architectural Committee hereunder.
- (g) In order to provide for uniform water and water body vegetation control, no Parcel Owner shall undertake the performance of same without the Association's approval.

Section 2. Disclaimer. NEITHER DECLARANT, ACACIA, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (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 OR OTHER WATER BODY WITHIN THE COMMUNITY EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR

QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT SUCH SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY 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.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO PERSON, 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.

ARTICLE XVI PROHIBITED USES

Section 1. Garbage and Trash. Each Parcel Owner shall be responsible for properly depositing his/her/its garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed on a Parcel.

Section 3. Animals. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, or reptiles, shall be kept, raised or maintained on any Parcel; provided however, dogs, cats, birds and other household pets may be kept in reasonable numbers in the residence if their presence causes no disturbance to others and Parcel Owners having pets shall be responsible for picking up after their pets in the designated walking areas. All pets shall be kept on a leash when not in the Owner's Parcel and shall be walked only in areas that may be designated for pets by the Association.

Section 4. Stables. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

Section 5. Vehicle Parking. No boats, trailers of any kind or campers (motorized or towed) shall be parked in the Community. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (½) ton capacity shall be parked in the Community. Personal street vans, personal trucks of one (1) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked in the Community. No vehicles of any nature shall be parked on any portion of the Community or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed in the Community.

Section 6. Signs and Flags. Signs and flags, except as approved by the Association and the Architectural Committee shall not be placed, erected or displayed on any Parcel;

provided, however, Parcel Owners may display one portable, removable United States flag or official flag of the State of Florida 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, and removable official flags not larger than four and one-half (4.5) feet by six (6) feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Furthermore, Parcel Owners may display a sign, of reasonable size, provided by a contractor for security services, within ten (10) feet of such Parcel Owner's dwelling entrance.

Section 7. Business. No trade, business or any commercial use shall be conducted in or from any Parcel which is not permitted by the zoning for the subject property.

Section 8. Maintenance. All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. All Parcels shall be maintained in first class condition with well kept lawn and well maintained landscaping.

Section 9. Nuisance. No nuisance or any use or practice that is a source of annoyance to other Parcel Owners, or interferes with the peaceful possession and proper use of the Parcels by the residents of the Community shall be allowed upon any Parcel. Notwithstanding the foregoing, each Parcel Owner is hereby put on notice that the Community is adjacent to the Florida Turnpike and accordingly the residences located therein shall be subject to noise generated by traffic as a result of the Community's location adjacent to the Florida Turnpike. Declarant is obligated to construct certain noise mitigation improvements, which may include a sound barrier wall. After construction of such wall and any other noise mitigation improvements, Parcel Owners can expect an average hourly noise level in the low 60 Db(A) range for those ground level outdoor activities. Parcels located farther away from the Florida Turnpike can expect a lower noise level. Notwithstanding, the construction of the required noise mitigation improvements shall cause the noise from the Florida Turnpike to be reduced to levels that will allow normal outdoor activities to occur.

Section 10. Unlawful Use. No improper, offensive or unlawful use shall be made of any resident within the Community and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 11. Antennas. No television, satellite dishes or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained on the exterior of the home or Parcel, except as may be permitted by State or Federal law that would supersede this private restriction: however, and further to Section 1 of Article XIV, the Architectural Committee shall still have the right to approve the location of any such governmentally permitted antennas, satellite dishes and the like.

Section 12. Occupants. Each Parcel is restricted to residential use as a single family residence by the Parcel Owner, his/her/its lessees, immediate families, guests and invitees.

Section 13. Use. No person shall use the Parcel or any parts thereof in any manner contrary to this Declaration.

Section 14. Interference. Neither the Association, Architectural Committee nor any Parcel Owner, including their family members, guests, and invitees, shall interfere with Declarant's completion and sale of the Parcels.

Section 15. Clothes Line. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a residence.

Section 16. Fences. No fence, or other improvement, shall be erected upon a Parcel which is deemed by the Association to interfere with a common sprinkler system (if any) in the Community, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. No Parcel Owner shall be permitted to install a fence across an easement until such Parcel Owner has received written approval from the all applicable governmental agencies. All permitted fences on Parcels abutting an easement must be white aluminum picket.

Section 17. Wells. No individual water supply system shall be permitted on any Parcel, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Parcel; provided however, that the following must be complied with by each Parcel Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Parcel, including but not limited to, cement areas, the exterior finish of any residence or other building, structure or fencing, or any vehicles.

(b) Such Parcel Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days notice by the Association.

Section 18. Not Applicable to Declarant or Acacia. The above restrictions set forth in this Article shall not apply to Declarant or Acacia or their agents, employees, successors or assigns during the period of construction of the Community and sales of the Parcels.

Section 19. Hurricane Shutters/Panels. The Association will allow removable galvanized finish metal shutters or plywood to be installed after a hurricane warning is issued. These must be removed no later than seven (7) days after the warning is canceled or the hurricane passes, whichever is later.

ARTICLE XVII CONTROLLED ACCESS

The Association shall have the right and power to control the access to the Community, as determined by its Board of Directors, including but not limited to, a mechanical gate or other device. All expenses of such shall be assessed in accordance with the provisions of Article V

hereof. The Association shall have no liability if such is not provided or if any service which is provided fails to work properly or to accomplish any desired result. Further, neither Declarant, Acacia, nor the Association shall be responsible or liable to any Parcel Owner for any injury, damage or other claim resulting from the use, activity, inability or failure of such device or system.

ARTICLE XVIII

CABLE TELEVISION, ALARM SYSTEM SERVICE, AND COMMUNITY SYSTEMS

Section 1. Cable and Systems. The Association is authorized to negotiate and enter into bulk contracts for the provision of cable television services and/or alarm or other community systems for the Community, under such terms and conditions as the majority of the Board of Directors of the Association deems appropriate. The costs of basic cable television service and/or community systems services to be provided under such bulk contracts shall be added to the operating budget of the Association and shall be a portion of the annual assessments payable by the Parcel Owners.

Section 2. Disclaimer. Declarant, Acacia, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provisions of security services through any community systems. DECLARANT, ACACIA, THE ASSOCIATION, AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY PARCEL OWNER OR OCCUPANT OF A RESIDENCE ON A PARCEL SERVICED BY THE COMMUNITY SYSTEMS, IF ANY, ACKNOWLEDGES THAT DECLARANT, ACACIA, THE ASSOCIATION, OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE PARCEL OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE COMMUNITY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Parcel Owner or occupant of a residence of a Parcel receiving security services through the community systems agrees that Declarant, Acacia, the Association, or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of a Parcel Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God, terrorism, or other similar causes which are beyond the control of the security services through the community systems further agrees for himself, his grantees, that if loss, damage, injury or death should result

from a failure of performance or operation, or from defective performance or operation, or from improper installation monitoring or servicing of the community systems, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant, Acacia, the Association, any franchisee of the foregoing, and the Operator, or their successors or assigns, all loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, Acacia, the Association, or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, Acacia, the Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other community systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any community system shall be entitled to refund, rebate, discount or offset in applicable fees, for any interruption in community system services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

ARTICLE XIX

COVENANTS RUNNING WITH THE LAND

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF ANY PROVISION HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY IN THE COMMUNITY. WITHOUT LIMITING THE GENERALITY OF ANY PROVISIONS HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THIS DECLARATION (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

ARTICLE XX SURFACE WATER MANAGEMENT SYSTEM

Section 1. Monitoring. Monitoring and maintenance of the mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy all permit conditions. The success criteria are described in the Permit.

Section 2. Permit. The Permit is made a part of this document and attached hereto as Exhibit "D." Copies of the Permit and any future permit actions of the SFWMD shall be maintained by the Association.

Section 3. Enforcement. The SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System or in mitigation or conservation areas under the responsibility or control of the Association.

Section 4. Dissolution of Association. In the event that the Association is ever dissolved, either voluntarily or involuntarily, any property within the Community consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government to guarantee future maintenance of said system; provided however, in the case that an appropriate agency of local government shall not accept such conveyance, then the Surface Water Management System shall be dedicated to a similar non-profit corporation with the cost and management of same being born by the Members of this Association. Further, any dissolution of the Association shall comply with all applicable provisions of any future amendments to the Governing Documents or other documents pertaining thereto which would affect the Surface Water Management System, including the water management portions of the Common Areas, shall require the prior written approval of the SFWMD.

Section 5. Conservation Easements. In the event the Community contains any conservation easements as required by the SFWMD or other applicable governmental agency or entity, and as set forth on the Plat, the following activities are prohibited in such easements:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance 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, except for the removal of exotic vegetation in accordance with an approved maintenance plan;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

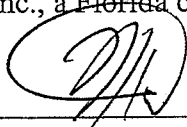
(g) Acts or uses detrimental to such aforementioned retention of land or water areas;

(h) Acts or uses which are detrimental to the preservation of any features or aspects of the Community having historical or archaeological significance

WHEREFORE, the undersigned, being Declarant hereunder and Acacia, have hereunto set their hands and seals their 12th day of May, 2005.

DECLARANT:

TOUSA Homes, Inc., a Florida corporation

By: 

HARRY ENGELSTEIN, a Division
President

ACACIA:

ACACIA CREDIT FUND 8-A, L.L.C.,
a Delaware limited liability company

By: Fund 8-A Management Company, L.L.C.,
a Delaware limited liability company
Managing Member

By: Acacia Capital Corporation,
a California corporation, Managing Member

By: _____

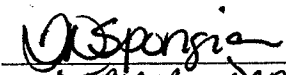
Steven S. Benson, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of May, 2005 by Harry Engelstein, as a Division President of TOUSA Homes, Inc., a Florida corporation, on behalf of the corporation and he is personally known to me.

[NOTARIAL SEAL]

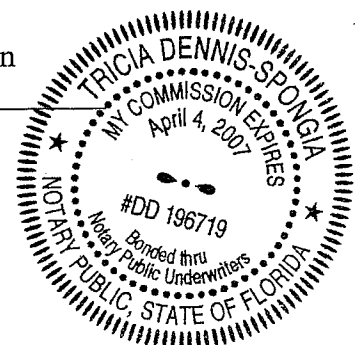
Notary: 

Print Name: TRICIA DENNIS-SPONGIA

Notary Public, State of Florida

My commission expires: April 4, 2007

☒ Personally Known OR ☐ Produced Identification
☐ Type of Identification Produced _____



WHEREFORE, the undersigned, being Declarant hereunder and Acacia, have hereunto set their hands and seals their ____ day of _____, 2005.

DECLARANT:

TOUSA Homes, Inc., a Florida corporation

By: _____
HARRY ENGELSTEIN, a Division
President

ACACIA:

ACACIA CREDIT FUND 8-A, L.L.C.,
a Delaware limited liability company

By: Fund 8-A Management Company, L.L.C.,
a Delaware limited liability company
its Managing Member

By: Acacia Capital Corporation,
a California corporation,
its Managing Member

By: Steven S. Benson
Steven S. Benson
Executive Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2005 by Harry Engelstein, as a Division President of TOUSA Homes, Inc., a Florida corporation, on behalf of the corporation and he is personally known to me.

[NOTARIAL SEAL]

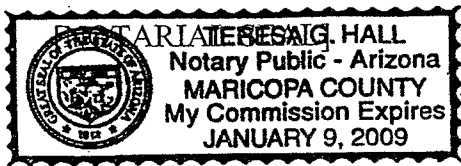
Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

☐ Personally Known OR ☐ Produced Identification
☐ Type of Identification Produced _____

STATE OF ARIZONA

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 25th day of April, 2005 by Steven S. Benson, as Executive Vice President of Acacia Capital Corporation, a California corporation, Managing Member of Fund 8-A Management Company, L.L.C., a Delaware limited liability company, Managing Member of Acacia Credit Fund 8-A L.L.C., a Delaware limited liability company, on behalf of the company and he is personally known to me.



Notary: Teresa G. Hall
Print Name: Teresa G. Hall
Notary Public, State of Arizona
My commission expires: 01/09/09

☒ Personally Known OR ☐ Produced Identification
☐ Type of Identification Produced _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE COMMUNITY

All of the Plat of Grand Haven at Linton Boulevard, according to the Plat thereof, recorded in Plat Book 104, Pages 141 through 151, public records of Palm Beach County, Florida.

EXHIBIT "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CASABELLA PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)**

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is CASABELLA PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "**Association**":

ARTICLE II

The mailing address and the street address of the Association and the Registered Office of the Association is 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432. The name of the Registered Agent is Lynne Gaudet.

ARTICLE III

All definitions in the Declaration of Covenants for CasaBella (the "**Declaration**") to which these Articles are attached as Exhibit "B" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

**ARTICLE IV
PURPOSE OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance and preservation of the Units (which term may be used interchangeably with "Parcel") and Common Areas, and improvements thereon, within that certain real property (and any additions thereto) described in the Declaration to promote the health, safety and welfare of the Members of the Association and to provide other services and facilities for the Members, as determined by the Board of Directors of the Association.

**ARTICLE V
POWERS OF THE ASSOCIATION**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, except as expressly limited or restricted by applicable law, the terms of these Articles, the By-Laws or the Declaration, including, but not limited to, the following:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in the Declaration, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) of each class of Members at a duly called meeting of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without obtaining the consent of at least two-thirds (2/3rds) of the Members to such dedication, sale or transfer in writing or by vote at a duly called meeting of the Association, and unless the prior written consent of Declarant is obtained for so long as Declarant owns a Unit, and unless the prior written consent of Acacia is obtained for so long as the Option Agreement is in effect.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of at least two-thirds (2/3rds) of each class of Members at a duly called meeting of the Association, except as otherwise provided in the Declaration;

(g) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized;

(h) To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise;

(i) To contract for the management of the Association and to delegate in such contract all or any part of the powers and duties of the Association and to contract for services to be provided to the Parcel Owners, including but not limited to, garbage pick-up and other utilities and master antenna or cable television and/or other community systems; provided

however, the Association shall comply with the requirements of Section 720.3055, Florida Statutes.

(j) To purchase insurance upon the Common Areas and insurance for the protection of the Association, its officers, Directors and Members.

(k) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Areas and applicable law; and the right to sue and be sued.

PROVISO: Notwithstanding the foregoing, until such time as Class B membership in the Association ceases, as hereinafter set forth, the powers of the Association as set forth in Paragraphs (d), (e) and (f) may be exercised solely by the Board of Directors of the Association.

ARTICLE VI MEMBERSHIP

Every Parcel Owner of a Unit/Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit/Parcel.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Parcel Owners, and shall be entitled to one (1) vote for each Parcel owned. When more than one (1) person holds an interest in any Parcel, all such persons shall be Members. The vote for such Parcel shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Parcel.

Class B. The Class B Members shall be Declarant and, so long as the Option Agreement is in effect and Acacia owns Lots, Acacia. Each Class B Member shall be entitled to cast three (3) votes for each vote which may be cast by each of the Class A Members. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority have been conveyed to Parcel Owners (the number of parcels to be determined in accordance with the preceding criteria shall be determined by Declarant);

(b) such other percentage of the Parcels have been conveyed to Parcel Owners, or such other date or event has occurred, as set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels;

(c) Such earlier date as Declarant may determine.

Notwithstanding the foregoing, as long as TOUSA is the Declarant and the Option Agreement is in effect and as long as Acacia owns any Lots, TOUSA may not, without the prior written consent of Acacia, elect to convert the Class B Memberships to Class A Memberships.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be Members of the Association. The first Board shall consist of three (3) members. Thereafter the number of Directors may be increased to a maximum of nine (9) by a majority vote of the Board of Directors.

The first election of Directors shall be held when the Class B membership ceases as provided in Article VII hereof at a meeting of the Members called for that purpose. Unless increased by the Board, three (3) Directors shall be elected at this first election to serve until the next annual Members' meeting for a term of one (1) year each. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of one (1) year.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by Declarant. Declarant shall have the right to remove and replace Directors until the first election of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ronald L. Yuter	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Greg Pillen	5118 S.E. Federal Highway Stuart, Florida 34997

ARTICLE IX DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas of the Community, unless otherwise stated in the Declaration, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Community.

ARTICLE X DURATION

The corporation shall exist perpetually.

ARTICLE XI AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of the majority of the entire Board of Directors and, so long as the Option Agreement is in effect, only after obtaining prior written consent of Acacia, unless the amendment is required by the FHA, VA or other governmental agency whose approval of the Association documents is required, in which case no prior written consent of Acacia is required. Only after obtaining any required written consent by Acacia, the Board of Directors may vote to adopt a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a special or annual meeting of Members, or amendments may be proposed by the Members of the Association upon a vote of the majority of the membership entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special meeting of the membership, unless it is to be considered at an annual meeting. It shall be the duty of the Secretary to give each Member written notice stating the purpose of the meeting, place, day and hour of the meeting, and setting forth the proposed amendment or a summary of the changes to be effected thereby. Notice shall be delivered not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail. If the notice is mailed with postage thereon prepaid, at least thirty (30) days before the date of meeting, it may be done by a class of United States mail addressed to the member at his address as it appears on the membership books.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved at a duly called meeting, by an affirmative vote of a majority of the votes of the entire membership entitled to vote thereon.

4. By Written Statement. If all the Directors and all the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though Sections 1, 2, and 3 above have been satisfied.

5. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its

Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the Members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding anything to the contrary, so long as the Option Agreement is in effect, any such Articles of Amendment shall require the prior written consent of Acacia, except amendments required by FHA, VA, and other governmental agencies whose approval of the Association documents is required. Any such amendment shall be deemed null and void and of no force or effect, unless subsequently approved by a written consent signed by Acacia and recorded.

ARTICLE XII INCORPORATOR

The name and address of the incorporator of this Association is Touse Homes, Inc., a Florida corporation, d/b/a Engle Homes South Florida, whose address is 123 N.W. 13th Street, Suite 300, Boca Raton, FL 33432.

ARTICLE XIII OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Lynne Gaudet	123 N.W. 13th Street Suite 300 Boca Raton, Florida 33432
Vice President:	Greg Pillen	5118 S.E. Federal Highway Stuart, Florida 34997
Secretary-Treasurer:	Ron Yuter	123 N.W. 13th Street Boca Raton, Florida 33432

ARTICLE XIV BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the By-Laws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director or Officer of the Association, including reasonable attorneys' fees, except as to matters wherein he/she shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XVI TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of the Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose, so long as (a) the interested Director or Officer provides full disclosure of such interest prior to the execution of such contract or consummation of such transaction and (b) the contract or transaction is fair and reasonable as to the Association at the time it is authorized.

No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction, so long as (a) the interested Director or Officer has provided full disclosure of such interest prior to the execution of such contract or consummation of such transaction and (b) the contract or transaction is fair and reasonable as to the Association at the time it is authorized.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of the Association, has executed these Articles of Incorporation this _____ day of _____, 200__.

WITNESSES:

TOUSA Homes, Inc., a Florida corporation

Signature

Printed Name

Signature

Printed Name

BY:

HARRY ENGELSTEIN,
a Division President

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HARRY ENGELSTEIN, a Division President of Tousa Homes, Inc., a Florida corporation, the corporation in whose name the foregoing instrument was executed, and that he acknowledged executing same for said corporation, freely and voluntarily, under authority duly vested in him by said corporation and that he is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 200 ____.

[NOTARIAL SEAL]

Notary Public: _____

Print Name: _____

Commission No.: _____

My commission expires: _____

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT

Lynne Gaudet

Sworn to and subscribed before me this ____ day of _____, 200__.

[NOTARIAL SEAL]

Notary Public: _____

Print Name: _____

Commission No.: _____

My commission expires: _____

EXHIBIT "C"

BY-LAWS

OF

CASABELLA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I NAME AND LOCATION

The name of the corporation is CASABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as the "**Association**." The principal office of the corporation is located at 123 N.W. 13th Street, Suite 300, Boca Raton, Florida 33432 but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors of the Association.

ARTICLE II DEFINITIONS

The definitions of words as defined in the Declaration of Covenants for CASABELLA (the "**Declaration**") to which these By-Laws are attached as Exhibit "C" and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors for the purpose of electing Directors and transacting any other business as may be determined by the directors.

Section 2. Meetings Prior to First Election. Prior to the first election of Directors by Members as set forth in the Articles of Incorporation, no meetings of Members shall take place unless the Board of Directors, in its sole discretion, determines to call a meeting of Members by providing written notice thereof in accordance with the provisions of Section 4 below, for the purpose as set forth in such notice; and should a meeting be called, which is not in accordance with the foregoing, the proceedings of such unauthorized meeting shall have no effect, unless subsequently approved in writing by the Board of Directors.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors of the Association, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the Voting Interests of the Association.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by

mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided however, in the case of an emergency, four (4) days notice will be deemed sufficient) to each Member entitled to vote thereat addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or proxies entitled to cast, at least thirty percent (30%) of the total Voting Interests of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If a quorum has been attained, the vote of Members, present in person or by proxy, entitled to vote at least a majority of the Voting Interests of the Association shall be binding upon all Members for all purposes, except as otherwise provided by law, the Declaration, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, said meeting may be adjourned to a different date, time or place if the same is announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to Florida Statute 720.303(2). Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 6. Proxies. Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expire ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

Section 7. Recording. Any Parcel Owner may tape record or videotape meetings of the Members. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the membership.

Section 8. Minutes of Meetings. Minutes of meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Management of the Association. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons who need not be Members of the Association. The first Board shall consist of three (3)

members; thereafter, the number of the Directors may be increased to a maximum of nine (9), by a majority vote of the Board of Directors.

Section 2. First Board. The First Board shall consist of three (3) persons as designated by Declarant, and they shall serve until their successors are appointed or elected as hereinafter set forth; provided, however, so long as the Option Agreement is in effect, any such designation shall require prior written consent by Acacia. Declarant-designated members to the Board may, in the absolute discretion of Declarant and, so long as the Option Agreement is in effect, Acacia, be removed and replaced with any such person or persons as determined by Declarant and, so long as the Option Agreement is in effect, Acacia, and, so long as the Class B Membership remains in existence, the Class B Members shall have the sole right to remove all directors, with or without cause, and to appoint the successors. Such removal and replacement shall be accomplished by written notice from Declarant to the Board of Directors.

Section 3. Election by Members other than Declarant. Members other than Declarant are entitled to elect a majority of the members of the Board of Directors of the Association when the earlier of one of the following events occurs (for the purposes of this Section, the term "Members other than Declarant" shall not include builders, contractors or others who purchase a Parcel for the purpose of constructing improvements thereon for resale):

(a) three (3) months after 90% of the Parcels that are platted, have a site plan approved, are approved for land use, or are otherwise approved by the appropriate governmental authority have been conveyed to Parcel Owners (the number of parcels to be determined in accordance with the preceding criteria shall be determined by Declarant);

(b) such other percentage of the Parcels have been conveyed to Parcel Owners, or such other date or event has occurred, as set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of Parcels;

(c) Such earlier date as Declarant may determine.

Section 4. Declarant's Right to Elect. Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Parcels of the Community. After Declarant relinquishes control of the Association, Declarant may exercise the Voting Interests attributable to Parcels owned by Declarant in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 5. Term of Office. Directors shall be elected as provided in the Articles of Incorporation. Election of Directors shall be held at or in conjunction with the annual meeting.

Section 6. Removal. At such time as the Members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association or as further provided in Section 720.303(10),

Florida Statutes. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any services such Director may render to the Association. However, any Director may be reimbursed for such Director's actual expenses incurred in the performance of such Director's duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors by Members, other than Declarant, shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the election meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the Members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all Members present. At each election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Pursuant to Florida Statute 720.303, a meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members also have the right to speak at meetings of the Board upon compliance with the procedures set forth in Florida Statute 720.303(2). The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board.

Section 5. Agenda Items. Pursuant to Florida Statute 720.303(2)(d), if twenty percent (20%) of the total Voting Interests petition the Board to address an item of business, the Board shall at its next regular or special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on the agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the provisions of Section 6 of this Article. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 6. Notice. Notices of all Board meetings must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in an emergency; in the alternative, as so determined by the Board, notice of each Board meeting may be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments or amendments to rules regarding Parcel use will be considered must be mailed, delivered or electronically transmitted to Members and posted in a conspicuous place in the Community or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 6. Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section 7. Minutes. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon by each Director present at a Board meeting must be recorded in the minutes.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and/or fines and suspensions for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

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

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present statement thereof to the Members at the annual meeting of the Members;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Parcel and send notice thereof to every Parcel Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Perform all other duties and responsibilities as provided in the Declaration.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and or written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and

affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary of the Association shall maintain a register showing the names and addresses of Members. It shall be the obligation of the individual Members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely on the last given address of each of the members. A copy of such register shall be furnished to the Association within fifteen (15) days of request therefor by the Association.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, and promissory notes of the Association; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 10. Compensation. No Officer shall receive compensation for any service such Officer may render to the Association. However, any Officer may be reimbursed for such Officer's actual expenses incurred in the performance of such Officer's duties.

ARTICLE IX COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Pursuant to the provisions of Florida Statute 720.303(2), the meetings of any Committee shall comply with the provisions of 720.303(2) including but not limited to, the following: A meeting occurs whenever a quorum of the Committee gathers to conduct Association business. All meetings must be opened to all Members of the Association except for meetings between the Committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege. Notice of all Committee meetings must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in an emergency; in the alternative, if notice is not posted in a conspicuous place, notice of each meeting must be mailed or delivered to each Member of the Association at least seven (7) days before the meeting, except in an emergency.

ARTICLE X BOOKS AND RECORDS

The Association shall maintain the specific items set forth in Florida Statute 720.303(4), constituting the "**Official Records**" of the Association for such periods of time as therein set forth. Inspection and copying of the Official Records of the Association shall be

permitted pursuant to the provisions of 720.303(5). The Declaration, the Articles of Incorporation, and these By-Laws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased, by such Member, at a reasonable cost.

ARTICLE XI FINANCIAL REPORTING

The Association shall prepare and distribute financial information pursuant to the provisions of Florida Statute Sections 720.303(7) and 720.3086. The annual financial report shall either be prepared within sixty (60) days after the close of the fiscal year and shall either be provided to each Member, or notice shall be provided that the same is available, within ten (10) business days after such 60-day period.

ARTICLE XII ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Parcel against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late fee of \$50.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action at law against the Parcel Owner personally obligated to pay the same and/or foreclose the lien against the Parcel, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her/its Parcel.

ARTICLE XIII FINES AND SUSPENSIONS

Section 1. Statutory Authority. As permitted under the provisions of Florida Statute 720.305(2), the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees, or both, to use the Common Areas and facilities, and may levy reasonable fines as permitted by Florida law, and if not specifically set forth in the Florida Statutes, an amount not to exceed Fifty and No/100 Dollars (\$50.00) per violation, against any Member or any tenant, guest or invitee and the Association may recover its reasonable legal fees incurred to collect such fine from the Member.

Section 2. Notice and Hearing. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors, or employees of the Association, nor the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee by majority vote does not approve a proposed fine or suspension, it may not be imposed.

Section 3. Not Apply for Failure to Pay Assessments. The provisions of this Article may not be imposed upon any Member because of the failure of the Member to pay assessments or other charges when due.

Section 4. Shall Not Impair Ingress or Egress. Suspension of Common Area use rights shall not impair the right of a Parcel Owner or tenant of a Parcel to have vehicular or pedestrian ingress to and egress from the Parcel including but not limited to, the right to park.

Section 5. May Suspend Voting Rights. Pursuant to Florida Statute 720.305, a Member's voting rights may be suspended by the Association for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CASABELLA HOMEOWNERS ASSOCIATION, INC., a Corporation Not-For-Profit, 200__.

ARTICLE XV AMENDMENTS

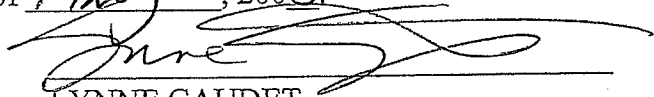
Until such time as Class B membership ceases, these By-Laws may be amended, altered or rescinded by a majority vote of the Board of Directors; and thereafter at a regular or special meeting of the Members, by fifty percent (50%) of the Voting Interests of the Association, provided, however, that so long as any Lots are subject to the Option Agreement, any amendment hereto, except for Amendments required by the FHA, VA or other governmental agency whose approval of the Association documents is required, must obtain prior written consent of Acacia or the amendment will be null and void.

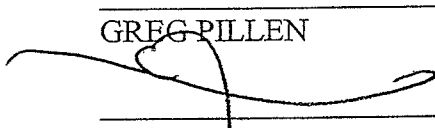
ARTICLE XVI MISCELLANEOUS

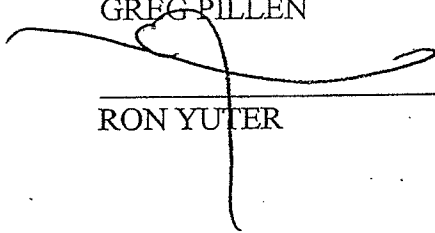
Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by eighty percent (80%) of the Voting Interests of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant or is approved by the requisite percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

We, being all of the Directors of CASABELLA HOMEOWNERS ASSOCIATION,
INC., have hereunto set our hands this 5th day of May, 2005.


LYNNE GAUDET


GREG PILLEN


RON YUTER

We, being all of the Directors of CASABELLA HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 5th day of May, 2005.

LYNNE GAUDET

Greg Pillen, Dir.

GREG PILLEN

RON YUTER

EXHIBIT "D"

THE PERMIT

WPB-FS1\NELSONA\515539v01\FNXJ01_.DOC\4/14/05\13157.019800

Last Date For Agency Action: 01-FEB-2004

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Grand Haven

Permit No.: 50-06281-P

Application No.: 031010-8

Application Type: Environmental Resource (New General Permit)

Location: Palm Beach County, S20,29/T46S/R42E

Permittee : Acacia Credit Fund 8-A Llc

Operating Entity : Casabella Property Owners Association, Inc.

Project Area: 78.95 acres

Project Land Use: Residential

Drainage Basin: C-15

Receiving Body: LWDD E-2-E Canal

Class: CLASS III

Special Drainage District: Lake Worth Drainage District

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT PURPOSE

This application is a request for construction and operation of a surface water management system to serve a 78.95-acre residential development known as Grand Haven P.U.D. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located along the east side of the Florida Turnpike at the western terminus of Linton Boulevard. The site consists primarily of exotic vegetation (Florida Holly/Brazilian Pepper, Australian Pine, etc.) and pine trees. There are no permitted surface water management facilities within the project area. The approximately 78.95 acre site contains no wetlands. The proposed project involves work (8.60 acres) within the L.W.D.D. E-2-E and L-35 canals classified as other surface waters.

PROPOSED PROJECT:

Proposed is the construction and operation of a surface water management system to serve a 78.95-acre residential development known as Grand Haven P.U.D. The proposed surface water management system will consist of inlets, culverts and swales which will direct runoff into three interconnected lakes which will provide water quality treatment and attenuation. Discharge from the wet detention areas will be to the LWDD E-2-E Canal through a proposed control structure.

In addition, the project involves 8.60 acres of work in the Lake Worth Drainage District (L.W.D.D.) E-2-E and L-35 canals consisting of canal cross section and canal bank reshaping.

LAND USE

In the following table, the 'Other' acreage is for the adjacent LWDD canal right-of-way area to be improved.

Construction:

Project:

	This Phase	Total Project	
Building Coverage	14.02	14.02	acres
Lake	6.69	6.69	acres
Other	8.60	8.60	acres
Pavement	14.57	14.57	acres
Pervious	35.07	35.07	acres
Total:	78.95	78.95	

WATER QUANTITY

Discharge Rate :

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

Discharge Storm Frequency : .25 YEAR-3 DAY

Design Rainfall : 16.5 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
Grand Haven P.U.D.	7.69	Discharge Formula	7.62	21.61

Finished Floors :

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

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 22.02 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
Grand Haven P.U.D.	22.5	22.8	N/A

Road Design :

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

Road Storm Frequency : 5 YEAR-1 DAY

Design Rainfall: 9 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
Grand Haven P.U.D.	20.28	20.5

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
Grand Haven P.U.D.	78.95	16/16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Grand Haven P.U.D.	1	LWDD E-2-E Canal

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

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Grand Haven P.U.D.	1	1	Triangular Orifice	.5'	.5'				16

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev:
Grand Haven P.U.D.	1	1	Sharp Crested	.5'				19.1 (crest)

WATER QUALITY

Detention of the first inch of runoff will be provided within the master lake system prior to discharge to the LWDD E-2-E Canal.

Best Management Practices (BMPs) will be implemented and a turbidity barrier will be placed during construction of the outfall into the Lake Worth Drainage District (L.W.D.D.) E-2-E canal and the proposed 8.6 acres of work in other surface waters (L-35 and E-2-E canals) to prevent erosion and turbidity. All

erosion and turbidity control measures shall remain in place until the completion of the on-site construction and approval by the District's post-permit compliance staff.

Basin	Treatment Method	Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
Grand Haven P.U.D.	Treatment Wet Detention	6.58	6.58

Endangered Species:

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-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 all irrigation for the Grand Haven P.U.D. is to be provided with reclaimed water. 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.

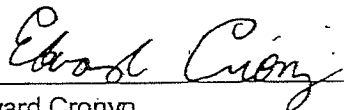
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:


Edward Cronyn

DATE: 1/14/04

SURFACE WATER MANAGEMENT:


Carlos A. DeRojas, P.E.

DATE: 1/13/04

GENERAL CONDITIONS

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



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE

STANDARD GENERAL PERMIT NO. 50-06281-P

DATE ISSUED: January 22, 2004

Form #0941

08/95

GH PULS

- Rec'd 1/26/04

VIA MAIL.

1/26/04

PERMITTEE: ACACIA CREDIT FUND 8-A LLC
400 EAST VAN BUREN
PHOENIX, AZ

PROJECT DESCRIPTION: Construction and operation of a surface water management system to serve a 78.95-acre residential development known as Grand Haven P.U.D.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 20,29 TWP 46S RGE 42E

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 Notice of Intent for Permit Application No. 031010-8, dated October 10, 2003. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

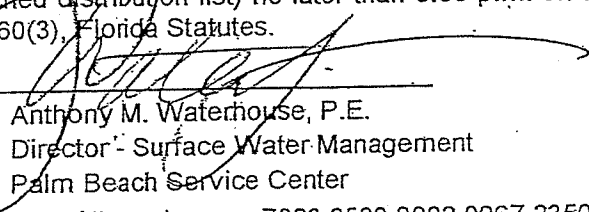
Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6).
3. the attached 15 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 22 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 22nd day of January, 2004, 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 7003 0500 0002 0067 2350

GENERAL CONDITIONS

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

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

GENERAL CONDITIONS

otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on January 22, 2009.
2. Operation of the surface water management system shall be the responsibility of CASABELLA PROPERTY OWNERS ASSOCIATION, INC.. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:

1-.5' WIDE SHARP CRESTED weir with crest at elev. 19.1' NGVD.
1-.5' W X .5' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD.

Receiving body : LWDD E-2-E Canal
Control elev : 16 feet NGVD. /16 FEET NGVD DRY SEASON.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Minimum building floor elevation: BASIN: Grand Haven P.U.D. - 22.80 feet NGVD.
13. Minimum road crown elevation: Basin: Grand Haven P.U.D. - 20.50 feet NGVD.
14. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in or adjacent to other surface waters in accordance with Exhibit No. 2, 10, 11, 17, 22 (sheets 13, 21, 22, 24 & 28, 54 of 54) and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to

SPECIAL CONDITIONS

prevent erosion into the other surface waters.

15. The operable structure shall remain locked at all times unless specific approval is granted by the Lake Worth Drainage District (LWDD) for its operation. At no time shall the structure be operated to bypass the water quality detention requirements or to lower the lake levels below the permitted control elevation for the project. If for whatever reason, it is determined that the permittee has not complied with the directives of the Lake Worth Drainage District, and/or has operated the structure contrary to the intended purpose of an emergency outflow (when canal conditions permit), the structure shall be modified to permanently prevent operation of the structure. In addition, the structure shall be equipped with a locking mechanism to prevent unauthorized use. A staff gage shall be installed upstream of the structure so that lake levels within the project can be quickly determined.

EXHIBIT "A"

**AMENDMENT TO
THE DECLARATION OF
COVENANTS FOR CASABELLA**

The Declaration of Covenants Casabella is recorded in Official Records Book 18572, at Page 0225, and rerecorded in Official Records Book 19164, at Page 0220 of the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted:

Item 1: The Definition of "Association" in Article I of the Declaration of Covenants for Casabella ("Declaration") shall be amended as follows:

(a) "Association" shall mean and refer to CASABELLA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns, and which shall be governed by the provisions of Chapter 617 and 720, Fla. Stat., as same may be amended from time to time.

Item 2: Article V, Section 6 of the Declaration shall be amended as follows:

Section 6. Subordination of Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Public Records. The lien of the Association shall be subordinate to a first mortgage on any Parcel or to a mortgage by an Institutional Mortgagee on any Parcel, which mortgage is recorded in the Public Records prior to any said Claim of Lien against the same Parcel. A lien for assessments shall not be affected by any sale or transfer of a parcel; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or a deed in lieu of foreclosure of a first mortgage or of a mortgage held by an Institutional Mortgagee, the acquirer of title, his/her/its successors and assigns, shall not be liable for assessments pertaining to the Parcel or chargeable to the former Parcel Owner of the Parcel 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 Parcels (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure or deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Parcel from liability for, nor the Parcel 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. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public

Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE OF AMENDMENT TO THE
THE DECLARATION OF COVENANTS
FOR CASABELLA**

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Declaration of Covenants for Casabella. The Declaration of Covenants for Casabella is recorded in Official Records Book 18572, at Page 0225, and re-recorded in Official Records Book 19164, at Page 0220 of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the written consent of the members pursuant to Section 617.0701(4), Fla. Stat.

DATED this 20 day of JUNE, 2012.

WITNESSES:

CASABELLA PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
Signature

By: [Signature]
Stephen Cohen, President

Paul Saperton
Print Name

[Signature]
Signature

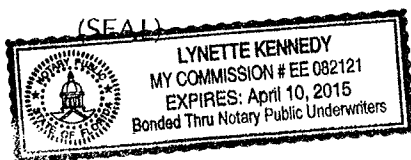
By: [Signature]
Dan Weiss, Secretary

HAL WEBER
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20 day of JUNE, 2012, by STEVE COHEN, as President, and DAN WEISS, as Secretary of Casabella Property Owners Association, Inc., a Florida not-for-profit corporation, who is Personally Known ☐ or Produced Identification ☐.

Type of Identification Produced: DL



[Signature]
NOTARY PUBLIC, State of Florida
at Large



C. Black
123 NW 13th Street
Suite 300
Boca Raton, FL 33432

CFN 20040171889
OR BK 16734 PG 0408
RECORDED 03/30/2004 14:54:45
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

RESTRICTIVE COVENANT

This Restrictive Covenant, made and executed this 14 day of February, 2004,
by Acacia Credit Fund 9-A, L.L.C. ("Owner").

WITNESSETH:

Whereas, the Owner is the owner of that water management tract with designated planted littoral shelves, as legally described in Exhibit "A" attached hereto and made a part hereof; and

Whereas, the final site plan certified by the Palm Beach County Development Review Committee under Petition No. 02-061 (or another appropriate site plan) is set forth in Exhibit "B" attached hereto and made a part hereof; and

Whereas, the planting plans for the littoral areas as approved by the County Department of Environmental Resources Management ("ERM") is set forth in Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, in accordance with the Palm Beach County Unified Land Development Code ("ULDC"), Article 4 Chapter D, Excavation, Owner, its successors, heirs and assigns, must provide for and perpetually maintain the planted littoral shelves as more specifically provided for in Exhibit A and C, attached hereto. Furthermore, it is a punishable violation of Palm Beach County laws, ordinances, codes, regulations and approvals to alter the approved slopes, contours or cross sections or to chemically, mechanically or manually remove, damage or destroy any plants in the reclaimed areas and planted littoral zone as set forth in Exhibits A and C attached hereto, except, upon the express, written approval from the Director of ERM or the Palm Beach County Zoning Division, as applicable. It is the responsibility of the Owner, its successors, heirs and assigns, to maintain the required survivorship and coverage of the reclaimed upland and planted littoral areas as set forth in Exhibits A and C attached hereto and to insure ongoing removal of prohibited and invasive non-native plant species from these areas. The littoral areas shall be constructed and perpetually maintained in compliance with the planting plan requirements of the ULDC, Article 4 Chapter D, Excavation, and planting plans as approved by ERM and set forth in Exhibits A and C. These restrictions shall be deemed covenants running with the land.

In witness, Owner hereunder executes this Restrictive Covenant the day and year first written above.

SIGNED: SEE SIGNATURE BLOCK

(Name)

COMPANY: Acacia Credit Fund 9-A, L.L.C.

BY: Steven S. Benson
(Corporate Officer or Principal)

TITLE: Executive Vice President

ATTEST:

a

TITLE:

(Attest as to signature of Corporate Officer or Principal)

STATE OF Arizona

COUNTY OF Maricopa

Before me personally appeared, _____
to me well known and known to me to be the person described in and who executed
the foregoing instrument, and acknowledged to and before me that he/she executed
such instrument for the purpose therein expressed

Witness my hand and official seal this _____ day of _____, 20____.

Notary Public

State of _____ at Large

My Commission Expires: _____

frm_rca

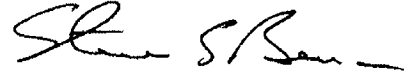
Signature Block
Grand Haven

EXECUTED this 14th day of February, 2004.

ACACIA CREDIT FUND 9-A L.L.C.,
a Delaware limited liability company

By: Fund 9-A Management Company L.L.C.,
a Delaware limited liability company
its Managing Member

By: Acacia Capital Corporation,
a California corporation,
its Managing Member



By: Steven S. Benson
Its: Executive Vice President

STATE OF ARIZONA

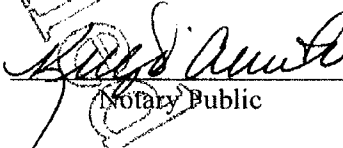
County of Maricopa

The foregoing instrument was acknowledged before me this 14th day of Feb, 2004, by STEVEN S. BENSON, EXEC. V.P. of Acacia Capital Corporation, a California corporation, in its capacity as Managing Member of Fund 9-A Management Company L.L.C., a Delaware limited liability company, the Managing Member of ACACIA CREDIT FUND 9-A L.L.C., a Delaware limited liability company, for and on behalf thereof.



My commission expires:

May 5, 2006


Notary Public

LEGAL DESCRIPTION:

A parcel of land lying in Section 20, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the intersection of the south line of the Lake Worth Drainage District Canal L-35, per Chancery Case No. 407, as recorded in Official Record Book 6495, at Page 761 of the Public Records of Palm Beach County, Florida and a line 50 feet East of as measured at right angles to and parallel with the East Right-of Way of the Florida Turnpike; thence South 01°23'48" East, along the said parallel line, a distance of 488.77 feet; thence North 88°36'12" East, a distance of 59.00 feet to the POINT OF BEGINNING; thence South 01°23'48" East, a distance of 979.09 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of 97°57'57"; thence southeasterly along the arc of said curve, a distance of 27.36 feet; thence North 80°38'15" East, a distance of 160.57 feet to the beginning of curve to the left having a radius of 36.00 feet and a central angle of 90°00'00"; thence northeasterly along the arc of said curve, a distance of 56.55 feet; thence North 09°21'45" West, a distance of 190.27 feet to the beginning of curve to the right having a radius of 1,164.00 feet and a central angle of 17°03'42"; thence northerly along the arc of said curve, a distance of 346.62 feet; thence North 07°41'57" East, a distance of 220.01 feet to the beginning of curve to the left having a radius of 786.00 feet and a central angle of 09°34'03"; thence northerly along the arc of said curve, a distance of 131.25 feet; thence North 01°52'06" West, a distance of 103.69 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of 88°43'51"; thence northwesterly along the arc of said curve, a distance of 24.78 feet; thence South 89°24'03" West, a distance of 50.23 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of 72°05'45"; thence southwesterly along the arc of said curve, a distance of 20.13 feet to a point of reverse curve to the right having a radius of 64.00 feet and a central angle of 71°38'15"; thence southwesterly along the arc of said curve, a distance of 80.02 feet; thence South 88°56'33" West, a distance of 70.25 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of 90°20'21"; thence southwesterly along the arc of said curve, a distance of 25.23 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel

THIS IS NOT A SURVEY
SHEET 1 OF 5

 FORD, ARMENTEROS & MANUCY, INC. 1895 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=30'	DRAWN BY: J.R.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-1", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

Exhibit A

LEGAL DESCRIPTION: (CONTINUED)

Commencing at the intersection of the south line of the Lake Worth Drainage District Canal L-35, per Chancery Case No. 407, as recorded in Official Record Book 6495, at Page 761 of the Public Records of Palm Beach County, Florida and a line 50 feet East of as measured at right angles to and parallel with the East Right-of Way of the Florida Turnpike; thence South 01°23'48" East, along said parallel line, a distance of 468.77 feet; thence North 88°36'12" East, a distance of 75.00 feet to the POINT OF BEGINNING; thence South 01°23'48" East, a distance of 979.09 feet; thence North 80°38'15" East, a distance of 160.57 feet to the beginning of curve to the left having a radius of 20.00 feet and a central angle of 90°00'00"; thence northeasterly along the arc of said curve, a distance of 31.42 feet; thence North 09°21'45" West, a distance of 190.27 feet to the beginning of curve to the right having a radius of 1,180.00 feet and a central angle of 17°03'42"; thence northerly along the arc of said curve, a distance of 351.38 feet; thence North 07°41'57" East, a distance of 220.01 feet to the beginning of curve to the left having a radius of 770.00 feet and a central angle of 09°34'03"; thence northerly along the arc of said curve, a distance of 128.58 feet; thence North 01°52'06" West, a distance of 103.69 feet; thence South 89°24'03" West, a distance of 50.23 feet to the beginning of curve of a non tangent curve to the right, of which the radius point lies North 72°41'42" West, having a radius of 80.00 feet and a central angle of 71°38'15"; thence southwesterly along the arc of said curve, a distance of 100.02 feet; thence South 88°56'33" West, a distance of 70.25 feet to the POINT OF BEGINNING.

Containing 38,972.49 square feet or 0.8947 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the LEGAL DESCRIPTION AND SKETCH of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of chapter 61G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date : 1/13/04

Revision 1:

Revision 2:


John H. Manucy Jr., P.S.M.
Professional Surveyor & Mapper No. 5158
State of Florida.

THIS IS NOT A SURVEY
SHEET 2 OF 5

 FORD, ARMENTEROS & MANUCY, INC. 1895 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=50'	DRAWN BY: JRZ	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-1", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

L.W.D.D. L-35 CANAL

SOUTH LINE OF THE LAKE WORTH
DRAINAGE DISTRICT L-35 CANAL
PER CHANCERY CASE NO. 407,
PER O.R.B. 6495, PAGE 761

P.O.C.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

LINE 50' EAST OF AS MEASURED AT
RIGHT ANGLES TO AND PARALLEL WITH
THE EAST RIGHT-OF-WAY LINE OF THE
FLORIDA TURNPIKE

FLORIDA TURNPIKE

P.O.B.

P.O.B.
LESS OUT

TRACT "L-1"

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

MATCH LINE 'A'

THIS IS NOT A SURVEY



FORD, ARMENTEROS & MANUCY, INC.
1695 W. INDIANTOWN ROAD, SUITE 14
JUPITER, FLORIDA 33458
PHONE: (561) 743-2210 LB 6557

SCALE: 1"=50'
DATE: 01/13/04

DRAWN BY:
J.R.Z.

FIELD BOOK:

ORDER NO.
005783

LEGAL DESCRIPTION AND SKETCH OF
LITTORAL AREA FOR TRACT "L-1",
GRAND HAVEN AT LINTON BLVD.

PREPARED FOR: ENGLE/TOUSA HOMES, INC.

SHEET 3 OF 5

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

MATCH LINE 'A'

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

LINE 50' EAST OF AS MEASURED AT
RIGHT ANGLES TO AND PARALLEL WITH
THE EAST RIGHT-OF-WAY LINE OF THE
FLORIDA TURNPIKE

FLORIDA TURNPIKE

S01°23'43"E
979.09'

S01°23'48"E
979.09'

N07°41'57"E
220.01'

N07°41'57"E
220.01'

Δ = 17°03'42"
R = 1180.00'
L = 351.38'

Δ = 17°03'42"
R = 1184.00'
L = 356.92'

MATCH LINE 'B'

THIS IS NOT A SURVEY



FORD, ARMENTEROS & MANUCY, INC.
1695 W. INDIANTOWN ROAD, SUITE 14
JUPITER, FLORIDA 33458
PHONE: (561) 743-2210 LB 6557

SCALE: 1"=50'

DRAWN BY:

FIELD BOOK:

ORDER NO.

DATE: 01/13/04

J.R.Z.

005783

LEGAL DESCRIPTION AND SKETCH OF
LITTORAL AREA FOR TRACT "L-1",
GRAND HAVEN AT LINTON BLVD.

PREPARED FOR: ENGLE/TOUSA HOMES, INC.

SHEET 4 OF 5

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

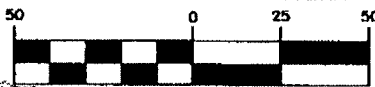
MATCH LINE 'B'

$\Delta = 1703'42"$
 $R = 1180.00'$
 $L = 351.38'$

$\Delta = 1703'42"$
 $R = 1180.00'$
 $L = 346.62'$



GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

THIS IS NOT A SURVEY

 FORD, ARMENTEROS & MANUCY, INC. 1885 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=80'	DRAWN BY: J.K.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 04/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-1", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

LINE 50' EAST OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE

FLORIDA TURNPIKE

S01°23'48"E
979.08'

S01°23'48"E
879.08'

N08°21'45"W
180.27'

N08°21'45"W
180.27'

N80°38'15"E
160.57'

N80°38'15"E
160.57'

$\Delta = 9757'57"$
 $R = 16.00'$
 $L = 27.36'$

$\Delta = 90'00'00"$
 $R = 36.00'$
 $L = 56.55'$

$\Delta = 90'00'00"$
 $R = 20.00'$
 $L = 31.42'$

SHEET 5 OF 5

LEGAL DESCRIPTION:

A parcel of land lying in Sections 20 and 29, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the intersection of the south line of the Lake Worth Drainage District Canal L-35, per Chancery Case No. 407, as recorded in Official Record Book 6495, at Page 761 of the Public Records of Palm Beach County, Florida and a line 50 feet East of as measured at right angles to and parallel with the East Right-of Way of the Florida Turnpike; thence South $01^{\circ}23'48''$ East, along said parallel line, a distance of 1,780.08 feet to the beginning of curve to the left having a radius of 11,259.16 feet and a central angle of $03^{\circ}30'10''$; thence southerly, along the said parallel line and along the arc of said curve, a distance of 688.34 feet; thence North $85^{\circ}06'02''$ East, a distance of 59.00 feet to the POINT OF BEGINNING; said point also being the beginning of a non-tangent curve to the left, of which the radius point lies North $85^{\circ}06'02''$ East, a radial distance of 11,200.16 feet; thence southerly along the arc, through a central angle of $00^{\circ}46'15''$, a distance of 150.69 feet to a point of compound curve to the left having a radius of 16.00 feet and a central angle of $148^{\circ}45'12''$; thence easterly along the arc of said curve, a distance of 41.54 feet; thence North $25^{\circ}34'35''$ East, a distance of 173.77 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of $120^{\circ}01'12''$; thence northwesterly along the arc of said curve, a distance of 33.52 feet; thence South $85^{\circ}33'23''$ West, a distance of 89.15 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of $90^{\circ}27'21''$; thence southwesterly along the arc of said curve, a distance of 25.26 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel.

Commencing at the intersection of the south line of the Lake Worth Drainage District Canal L-35, per Chancery Case No. 407, as recorded in Official Record Book 6495, at Page 761 of the Public Records of Palm Beach County, Florida and a line 50 feet East of as measured at right angles to and parallel with the East Right-of Way of the Florida Turnpike; thence South $01^{\circ}23'48''$ East, along said parallel line, a distance of 1,780.08 feet to the beginning of curve to the left having a radius of 11,259.16 feet and a central angle of $03^{\circ}30'10''$; thence southerly, along said parallel line and along the arc of said curve, a distance of 688.34 feet; thence North $85^{\circ}06'02''$ East, a distance of 75.00 feet to the POINT OF BEGINNING; said point also being the beginning of a non-tangent curve to the left, of which the radius point lies North $85^{\circ}06'02''$ East, a radial distance of 11,184.16 feet; thence southerly along the arc, through a central angle of $00^{\circ}46'15''$, a distance of 150.48 feet; thence North $25^{\circ}34'35''$ East, a distance of 173.77 feet; thence South $85^{\circ}33'23''$ West, a distance of 89.15 feet to the POINT OF BEGINNING.

Containing 7,418.59 square feet or 0.1703 acres, more or less.

THIS IS NOT A SURVEY
SHEET 1 OF 3

 FORD, ARMENTEROS & MANUCY, INC. 1695 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=50'	DRAWN BY: JR.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-2", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

SURVEYOR'S CERTIFICATE:

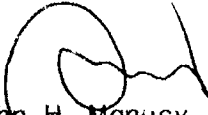
I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the LEGAL DESCRIPTION AND SKETCH of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of chapter 61G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date : 1/13/04

Revision 1:

Revision 2:


John H. Manucy Jr., P.S.M.
Professional Surveyor & Mapper No. 5158
State of Florida.

THIS IS NOT A SURVEY
SHEET 2 OF 3

 FORD, ARMENTEROS & MANUCY, INC. 1695 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=30'	DRAWN BY: J.R.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-2", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

L.W.D.D. L-35 CANAL

SOUTH LINE OF THE LAKE WORTH
DRAINAGE DISTRICT L-35 CANAL
PER CHANCERY CASE NO. 407,
PER O.R.B. 6495, PAGE 761

P.O.C.

S01°23'48"E
1780.08'

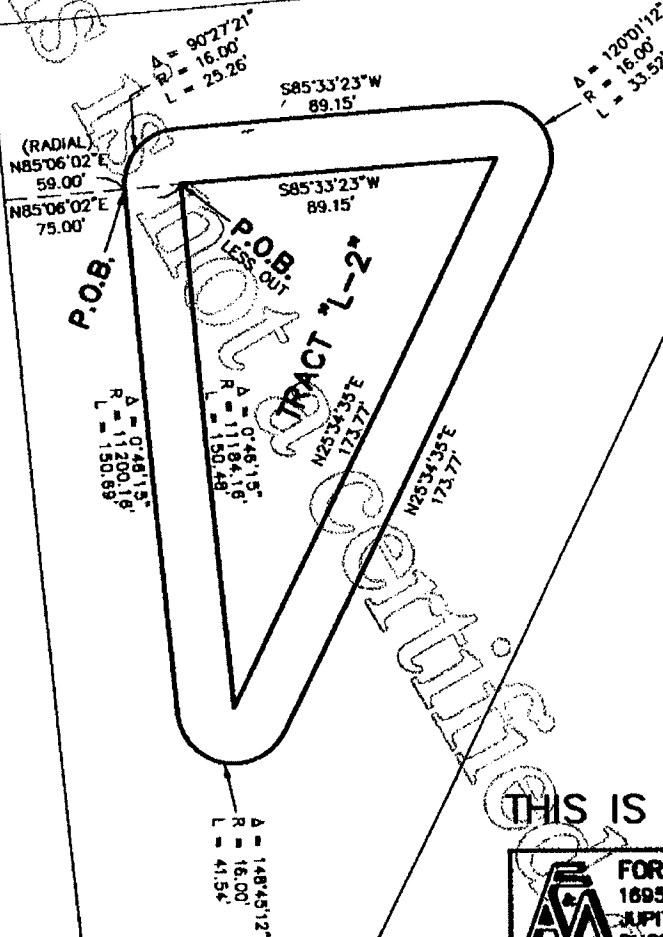
LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

A = 83°30'10"
R = 17259.16'
L = 688.34'

LINE 50' EAST OF AS MEASURED AT
RIGHT ANGLES TO AND PARALLEL WITH
THE EAST RIGHT-OF-WAY LINE OF THE
FLORIDA TURNPIKE

FLORIDA TURNPIKE



GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

THIS IS NOT A SURVEY



FORD, ARMENTEROS & MANUCY, INC.
1695 W. INDIANTOWN ROAD, SUITE 14
JUPITER, FLORIDA 33458
PHONE: (561) 743-2210 LB 6557

SCALE: 1"=50'

DRAWN BY:

FIELD BOOK:

ORDER NO.

DATE: 01/15/04

J.R.Z.

005783

LEGAL DESCRIPTION AND SKETCH OF
LITTORAL AREA FOR TRACT "L-2",
GRAND HAVEN AT LINTON BLVD.

PREPARED FOR: ENGLE/TOUSA HOMES, INC.

SHEET 3 OF 3

LEGAL DESCRIPTION:

A parcel of land lying in Section 29, Township 46 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the intersection of the North line of Tract 65, of the Plat of "Palm Beach Farms Company Plat No. 1", as recorded in Plat Book 2, at Pages 26 through 28 of the Public Records of Palm Beach County, Florida and the Western most Right-of-Way line of the Lake Worth Drainage District E-2E Canal, being a line 70 feet West of as measured at right angles to and parallel with the East line of Section 29, Township 46 South, Range 42 East, Palm Beach County, Florida; thence South 00°53'07" East, along the West Right-of-Way line, a distance of 479.60 feet; thence South 89°06'53" West, a distance of 84.00 feet to the POINT OF BEGINNING; thence North 00°53'07" West, a distance of 479.87 feet; thence North 89°13'37" East, a distance of 5.00 feet; thence North 00°53'08" West, a distance of 373.93 feet to the beginning of curve to the left having a radius of 16.00 feet and a central angle of 124°48'25"; thence northwesterly along the arc of said curve, a distance of 34.85 feet to a point of reverse curve to the right having a radius of 217.00 feet and a central angle of 32°35'57"; thence westerly along the arc of said curve, a distance of 123.47 feet to a point of reverse curve to the left having a radius of 16.00 feet and a central angle of 98°20'36"; thence southwesterly along the arc of said curve, a distance of 27.46 feet; thence South 11°26'12" East, a distance of 823.27 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel.

Commencing at the intersection of the North line of Tract 65, of the Plat of "Palm Beach Farms Company Plat No. 1", as recorded in Plat Book 2, at Pages 26 through 28 of the Public Records of Palm Beach County, Florida and the Western most Right-of-Way line of the Lake Worth Drainage District E-2E Canal, being a line 70 feet West of as measured at right angles to and parallel with the East line of Section 29, Township 46 South, Range 42 East, Palm Beach County, Florida; thence South 00°53'07" East, along the West Right-of-Way line, a distance of 306.32 feet; thence South 89°06'53" West, a distance of 100.00 feet to the POINT OF BEGINNING; thence North 11°26'12" West, a distance of 650.00 feet to the beginning of curve of a non tangent curve to the left, of which the radius point lies North 03°05'36" West, having a radius of 233.00 feet and a central angle of 32°35'57"; thence easterly along the arc of said curve, a distance of 132.57 feet; thence South 00°53'08" East, a distance of 373.90 feet; thence South 89°13'37" West, a distance of 5.00 feet; thence South 00°53'07" East, a distance of 306.63 feet to the POINT OF BEGINNING.

Containing 26,617.55 square feet or 0.6109 acres, more or less.

THIS IS NOT A SURVEY
SHEET 1 OF 4

 FORD, ARMENTEROS & MANUCY, INC. 1695 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=50'	DRAWN BY: J.R.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-3", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

SURVEYOR'S CERTIFICATE

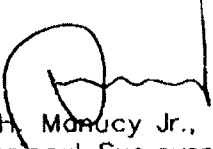
I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the LEGAL DESCRIPTION AND SKETCH of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of chapter 61G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date : 1/13/04

Revision 1:

Revision 2:

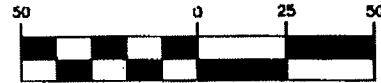

John H. Manucy Jr., P.S.M.
Professional Surveyor & Mapper No. 5158
State of Florida.

**THIS IS NOT A SURVEY
SHEET 2 OF 4**

 FORD, ARMENTEROS & MANUCY, INC. 1895 W. INDIANTOWN ROAD, SUITE 14 JUPITER, FLORIDA 33458 PHONE: (561) 743-2210 LB 6557			
SCALE: 1"=50'	DRAWN BY: J.R.Z.	FIELD BOOK:	ORDER NO. 005783
DATE: 01/13/04			
LEGAL DESCRIPTION AND SKETCH OF LITTORAL AREA FOR TRACT "L-3", GRAND HAVEN AT LINTON BLVD.			
PREPARED FOR: ENGLE/TOUSA HOMES, INC.			

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

GRAPHIC SCALE

(IN FEET)

1 inch = 50 ft.



SHEET 4 OF 4

THIS IS NOT A SURVEY



FORD, ARMENTEROS & MANUCY, INC.
1895 W. INDIANTOWN ROAD, SUITE 14
JUPITER, FLORIDA 33458
PHONE: (561) 743-2210 LB 6557

SCALE: 1"=50'
DATE: 01/15/04

DRAWN BY:
J.R.Z.

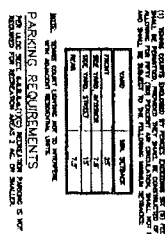
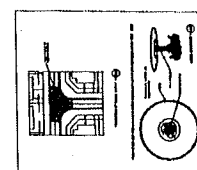
FIELD BOOK:

ORDER NO.
005783

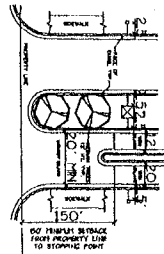
LEGAL DESCRIPTION AND SKETCH OF
LITTORAL AREA FOR TRACT "L-3",
GRAND HAVEN AT LINTON BLVD.

PREPARED FOR: ENGLE/TOUSA HOMES, INC.

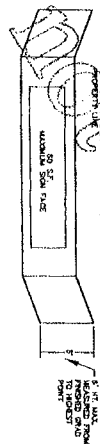
FOCAL POINTS



TYPICAL 120' RIGHT OF WAY W/ GUARD HOUSE



MASTER SIGNAGE PROGRAM



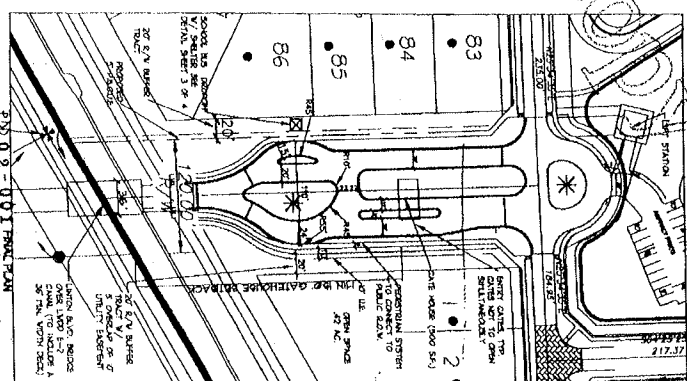
115

ATLANTIC AVIATION AND MAISON BLANC WOULD SERVED BY PALM TRAIL BUS ROUTE 801. PALM TRAIL BUS ROUTE 801 TAKES YOU EAST TO THE DEER HARBOR STATION.

LEGAL DESCRIPTION

[illegible]

ENTRY WAY PETAL



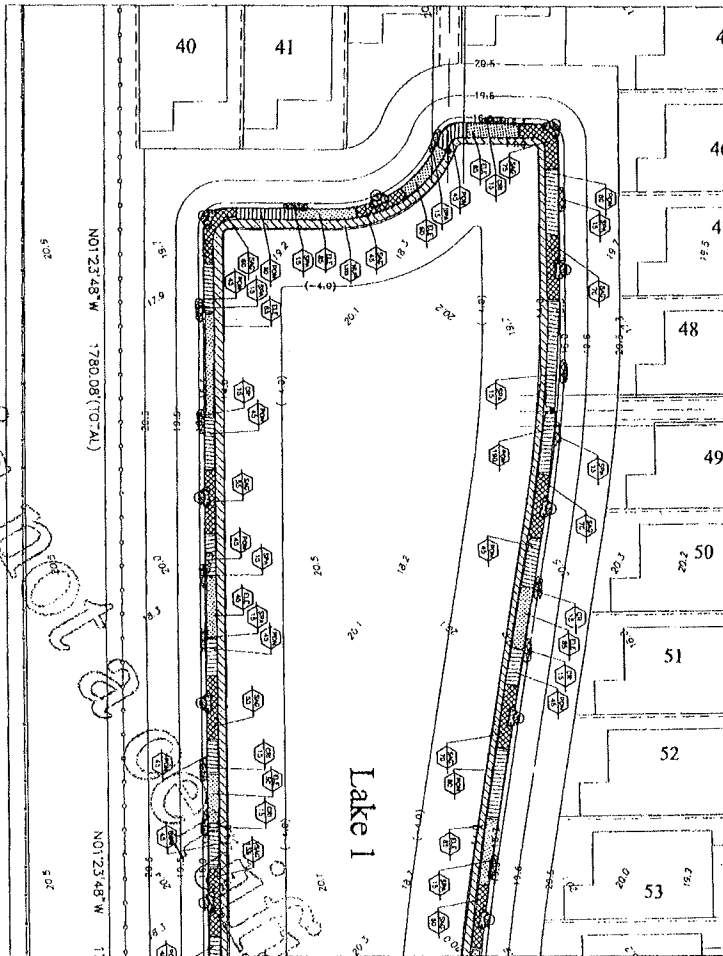
PROBATION NO. 1002
DATE SCHEDULED 2/11/04
SCHEDULE NO. 1 (3rd)
SIGNATURE ONLY
APPROVED 2/11/04
Scott J. [Signature]
(Name and Title)

GRAND HAVEN PUD

PALM BEACH COUNTY, FLORIDA

REGULATING PLAN

REVISIONS:
2-22-84 JACOB COMBETTE
2-28-84 JACOB COMBETTE
2-12-84 BARNETT ONLY

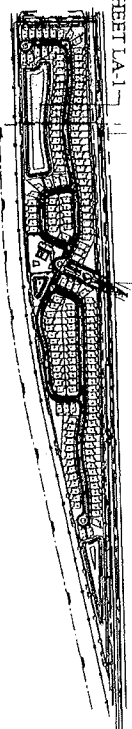


Littoral Planting Requirements:

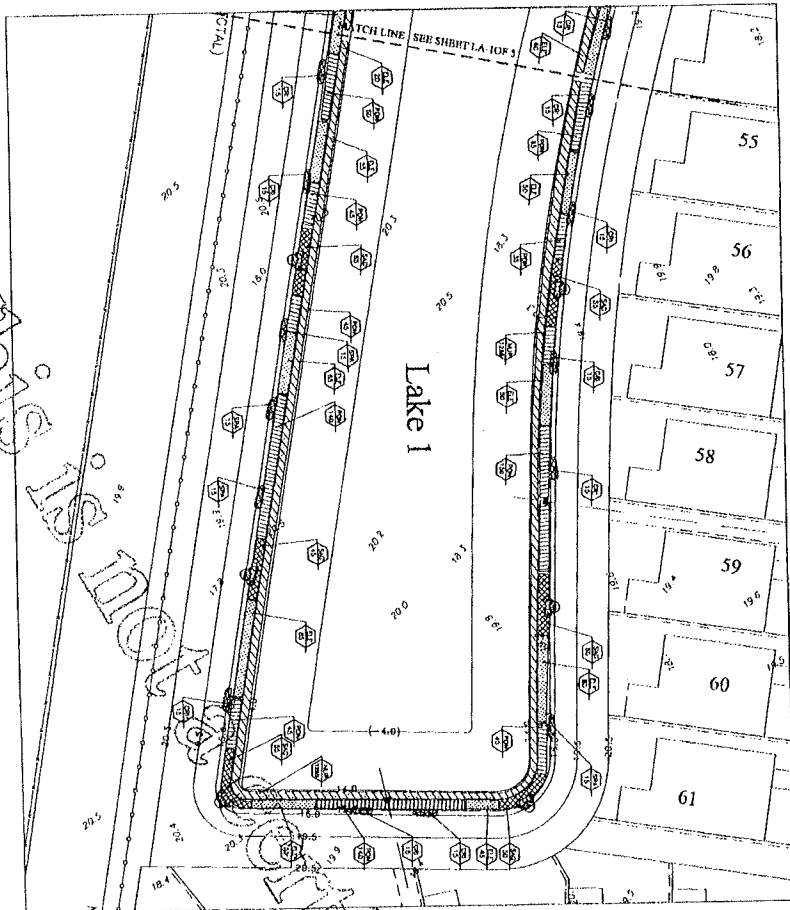
Area	Required Planting	Provided Planting
Lake 1	25,740 s.f.	31,549 s.f.

S.F. Area for Sheets LA-1 and LA-2

Sheet Key



PROJECT	CASA BELLA / GRAND PAVEN AND LITTORAL PLANTING	DATE	10/1/10
DESIGNER	LANDSCAPE PLAN	SCALE	1" = 40'
CLIENT	CASA BELLA / GRAND PAVEN AND LITTORAL PLANTING	SHEET	LA-1
LOCATION	1780.08 (TOTAL)	NO. 123.45 W	11
NO. 123.45 W	1780.08 (TOTAL)	NO. 123.45 W	11



Littoral Landscape Plan
Lake 1
Scale: 1"=30'

NO.	DATE	BY	CHKD.	DESCRIPTION
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CAROL ANNANDERSON, TORR
LANDSCAPE ARCHITECT
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202

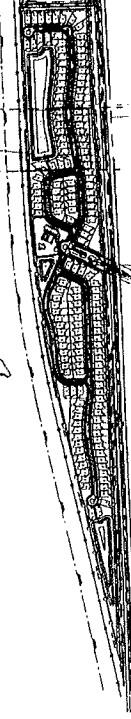
IN CONSULTATION WITH
DEBRA L. KORTHEIMER, LANDSCAPE ARCHITECT
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202

DATE: 1/1/01
BY: [Signature]
CHKD: [Signature]

LANDSCAPE PLAN
NO. 1
CASA BELLA - GRAND HAVEN PT.D
LITTORAL PLANTING
1/1/01

NO.	DATE	BY	CHKD.	DESCRIPTION
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Sheet Key



SHEET LA-2

Littoral Planting Requirements:

Area	Required Planting	Provided Planting
Lake 1	25,740 s.f.	31,549 s.f.

S.F. Area for Sheets LA-1 and LA-2

