



CFN 20200165167

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OR BK 31423 PG 1083
 RECORDED 05/13/2020 13:55:45
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1083 - 1085; (3pgs)

**CERTIFICATE OF AMENDMENT TO THE
 AMENDED AND RESTATED DECLARATION OF COVENANTS,
 RESTRICTIONS AND EASEMENTS FOR SOUTHAMPTON**

WHEREAS, the **Declaration of Covenants, Restrictions and Easements for Southampton** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **20299**; Page **136** et seq.;

WHEREAS, the **Amended and Restated Declaration of Covenants, Restrictions and Easements for Southampton** (the "Amended and Restated Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, at Official Records Book **25467**; Page **1574** et seq.;

WHEREAS, at a duly called and noticed meeting of the membership of **Southampton Property Owners Association, Inc.**, a Florida not-for-profit corporation, held on April 20, 2020, the attached amendments to the Amended and Restated Declaration were approved by the membership pursuant to the provisions thereof.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated Declaration are a true and correct copy of the amendments as approved by the membership:

(See attached Amendments to the Amended and Restated Declaration)

**SOUTHAMPTON PROPERTY OWNERS
 ASSOCIATION, INC.**

Valerie Thompson
 Witness No. 1

Valerie Thompson
 (PRINT NAME)

By: [Signature]
 Michael Hanrahan, President

Gerardine Brandon
 Witness No. 2

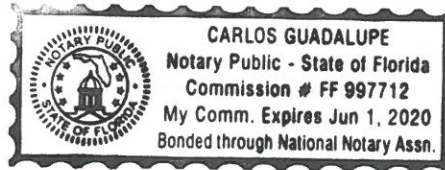
Gerardine Brandon
 (PRINT NAME)

Attest: [Signature]
 Louis Raffa, Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this 23rd day of April, 2020, by Michael Hanrahan and Louis Raffa, as President and Secretary, respectively, of **Southampton Property Owners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation by means of ☐ physical presence or ☐ online notarization. They are personally known to me, or have produced _____ as identification and did take an oath.

Carlos Guadalupe (Signature)
Carlos Guadalupe (Print Name)
Notary Public, State of Florida at Large



Hampton Cay HOA Special Meeting on Amendments
April 20, 2020, 6:30 PM

Present were Mike Hanrahan, President; Geri Brandon, Vice President; Lou Raffa, Secretary, Val Thompson, Treasurer; Jim Ballard, Director; Carlos Guadalupe, Property Manager; and two homeowners.

The meeting was held on the patio, outside the clubhouse, strictly observing COVID-19 mandated social distancing of ten people maximum in a given area with a minimum six foot separation between people.

The meeting was called to order at 6:30 PM and a quorum was established.

132 Proxies were reported by the Property Manager as follows:

5

Amendment #1 to Section 3 of the Amended and restricted Declaration of Covenants concerning "Garages", passed with 129 Yes votes and 6 No votes.

Amendment #2 to Section 8 of the Amended and restricted Declaration of Covenants concerning "Abandoned Property", passed with 131 Yes votes and 4 No votes.

2/3 of the Ownership of 192 Townhomes required 128 affirmative votes to pass an amendment.

The meeting was adjourned at 6:32 PM.



Lou Raffa,
HOA Secretary

RECENT AMENDMENTS TO THE DECLARATION

Dear Unit Owners,

For your reference, we have summarized the recent list of amendments to the Declaration of Covenants, as filed on July 25, 2016, and they are as follows:

Amendments §3.3.1 Ownership of Townhouse for Two (2) Years Prior to Leasing, §3.3.2 Prohibition of Ownership of Townhouse by an Entity, §3.3.3 Frequency, Duration, and Approval of Leases, and §3.3.4 Security Deposit received the required number of votes exceeding the two-thirds threshold required and will therefore be recorded as amendments to the Southampton POA declaration of covenants effective immediately upon recordation by the clerk of the court of Palm Beach County Florida. The four amendments receiving the required number of votes will become sections §3.3.1, §3.3.2, §3.3.3, and §3.3.4 and are defined below as previously disseminated in the voting packet numbered §3.3.1, §3.3.2, §3.3.3, §3.3.4, §3.3.5 and §3.3.6. Amendments §3.3.4 and §3.3.6 did not pass and therefore will not be included in the adopted amendments prepared for recordation.

Section 3.3 will be stricken from the declaration and replaced as follows.

USE RESTRICTIONS

~~Section 3.3 Ownership and Leases of Townhouse. No Owner shall lease his residence, or any portion thereof, until one (1) year after the date that Declarant initially conveys fee simple title to such residence and Lot to an Owner. No Owner shall lease his residence, or any portion thereof, without the prior approval of the Association. Said approval shall not be unreasonably withheld. Under no circumstances shall the residence, or any portion thereof, be leased for a period of less than twelve (12) months.~~

§3.3.1 Ownership of Townhouse for Two (2) Years Prior to Leasing

An Owner must own his/her/their Townhouse for twenty-four (24) consecutive months before the Townhouse may be rented or leased excluding any (i) Townhouse owned by the Association or which may otherwise be leased by the Association under applicable law as amended from time to time; (ii) Townhouse transferred by devise or inheritance as a result of the death of an Owner; (iii) Townhouse transferred to a trust for estate or tax planning purposes in which no change of occupancy has occurred, and (iv) Townhouse acquired by the mortgagee of a mortgage thereon through foreclosure or deed in lieu of foreclosure of such mortgage. Additionally, any record Owner of a Townhouse as of the recordation of this amendment shall not be subject to the aforesaid twenty-four (24) month restriction against leasing.

§3.3.2 Prohibition of Ownership of Townhouse by an Entity

Subsequent to the recordation of this amendment the sale or transfer of any ownership interest of a Townhouse to a corporation, company, partnership, Limited Liability Company, trust or other entity (non-natural person) is prohibited. The foregoing restriction on ownership is not applicable to the Association with respect to any Townhouse acquired by the Association, or to a mortgagee acquiring a Townhouse through foreclosure of its mortgage or deed in lieu of foreclosure. The aforesaid restriction on ownership shall also not be applicable to the transfer of a Townhouse to a trust or other non-natural person entity for the sole purpose of estate or tax planning purposes as determined by the Board of Directors in its sole and absolute discretion.

§3.3.3 Frequency, Duration and Approval of Leases

No Townhouse may be rented or leased without the prior written approval of the Board of Directors of the Association or its designee (if any). The Board of Directors may from time to time adopt and amend procedures and fees with respect to applying for approval to lease a Townhouse

A Townhouse eligible to be leased under the provisions of this Article (including subject to any limit on the number of Townhouses that may be leased at any time as set forth herein) may only be leased once in any twelve (12) consecutive month period, measured from the commencement of the most recent lease term, for a term of twelve (12) months. The aforesaid restrictions on the frequency and term of leasing a Townhouse shall not be affected if a lease terminates prematurely as a result of the lessee vacating the premises or otherwise. Only an entire Townhouse may be leased or rented and no individual room or rooms or less than the entire Townhouse may be leased or rented. Subleasing is prohibited. Transient tenancy is also prohibited. Renewals of any rental or lease is permitted but must be approved by the Association. Among the factors the Board of Directors may consider with respect to a proposed lease renewal are, without limitation, whether the Owner is in good standing with the Association and whether the lessee(s) has/have any history of failing to abide by the provisions of this Declaration or the Rules and Regulations of the Association.

§3.3.4 Security Deposit

As a condition to any lease approval per the requirements of this Article, the Board of Directors of the Association may require the lessee to pay the Association a security deposit in such amount as determined by the Board of Directors from time to time, not to exceed any maximum amount established by law from time to time. The security deposit shall be security for any damage(s) caused to the Common Area(s) or any portion of a Townhouse maintained by the Association. The security deposit shall be handled in accordance with Part II of Chapter 83, Florida Statutes, as amended or renumbered from time to time.



CFN 20120371356
OR BK 25467 PG 1574
RECORDED 09/19/2012 12:03:42
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1574 - 1680; (107pgs)

Record and Return to:
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1601 Forum Place
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West Palm Beach, FL 33401

AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SOUTHAMPTON

Originally Prepared By:
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SOUTHAMPTON**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SOUTHAMPTON ("Declaration) is made this _____ day of _____, 20__, by HOVSITE SOUTHAMPTON, LLC, a Delaware Limited Liability Company, their successors and assigns (hereinafter referred to as the "Declarant"), and joined in by SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

PREAMBLE

A. This Restated Declaration amends the Declaration of Covenants, Restrictions and easements for Southampton recorded in Official Record Book 20799, Page 0136, Public Records of Palm Beach County, Florida, and has been executed and declared by Declarant pursuant to the provisions of Article 23.2.2 thereof and as Owner of all the Property and 100% of the voting and Membership interests of the Association.

B. HOVSITE SOUTHAMPTON, LLC, a Delaware Limited Liability Company, owns the property located in the City of Palm Beach Gardens, County of Palm Beach, Florida, more particularly described on **Exhibit "A"** attached hereto (hereinafter referred to as the "**Property**") and has been assigned all rights and powers of the Declarant in accordance with the Partial Assignment of Declarant's rights recorded in Official Records Book 23471 at Page 1115, of the Public Records of Palm Beach County, Florida.

C. Declarant intends to develop the Property as a residential community, as set forth hereafter. The SOUTHAMPTON community (referred to herein as "SOUTHAMPTON") is to consist of 192 fee simple owned Townhouses, all as is more particularly described on the Replat of SOUTHAMPTON 2.

D. Declarant states herein and the Association by joining in the execution of this Declaration confirms herein that neither Declarant and/or the Association will ever seek a zoning change whereby any of the Property or any Lots can be utilized as LIVE/WORK type residences. This shall be a covenant running with the land in perpetuity.

E. In order to provide for the orderly development and efficient operation of the Property and to maintain the values thereof, Declarant intends to develop the Property, including but not limited to those portions of the Property more particularly described on Exhibit "B" attached hereto which are dedicated to the Association on the Replat of SOUTHAMPTON 2 as Common Area ("Common Area"), as hereinafter defined, pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and burdens, all running with title to the Property as hereinafter set forth in this Declaration.

F. In connection with the foregoing, Declarant deems it desirable to create the Association, a corporation not for profit under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Property, have been delegated and assigned including without limitation, operation, administration, maintenance and repair of the Common Area and administering and enforcing the provisions of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements,

reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

ARTICLE 1 **DEFINITIONS**

1.1 **"ARC"** shall mean and refer to the Architectural Review Committee as set forth in Article 4 hereof.

1.2 **"Articles"** shall mean and refer to the Restated Articles of Incorporation of the Association which have been filed in the office of the Department of State of Florida, a copy of which is attached hereto as **Exhibit "C"** as such Articles may be amended from time to time.

1.3 **"Association"** shall mean and refer to SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

1.4 **"Board of Directors"** or **"Board"** shall mean and refer to the Board of Directors of the Association.

1.5 **"Bylaws"** shall mean and refer to the Restated Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit "D"** as the Bylaws may be amended from time to time.

1.6 **"Common Area(s)"** shall mean and refer to the portion of the Property described on **Exhibit "B"** hereto.

1.7 **"Common Expenses"** shall mean and refer to all expenses and assessments which are properly incurred by the Association for the care, operation and maintenance of the Common Area and Lots as herein set forth.

1.8 **"Common Wall"** shall mean and refer to a wall erected on a Townhouse boundary as a common support to structures on both sides, which are under different ownership. Common Wall rights and obligations are more fully set forth in Article 10 herein.

1.9 **"County"** when used herein shall mean Palm Beach County, Florida.

1.10 **"Declarant"** shall mean and refer to HOVSITE SOUTHAMPTON, LLC, a Delaware Limited Liability Company, its successors and assigns. The words Declarant and Developer may be used interchangeably herein.

1.11 **"Declaration of Covenants"** shall mean and refer to this instrument and all exhibits hereto, as may be amended from time to time. The words Declaration of Covenants and Declaration may be used interchangeably herein.

1.12 **"Improved Lot"** shall mean and refer to a Lot upon which there has been constructed a Townhouse for which a valid Certificate of Occupancy has been issued by an applicable governmental authority.

1.13 **"Institutional Lender"** shall mean and refer to the holder of a first mortgage encumbering a Lot, which holder in the ordinary course of business takes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which holder is not the Owner of the Lot and is not owned or controlled by the Owner. An Institutional Lender may include, but is not limited to, a bank, savings and loan association, credit union, insurance company, real estate or mortgage investment trust, pension fund or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority, private person or any private

entity or any other similar type of lender generally recognized as an institutional type lender or any FHA, FNMA, GNMA or VA approved mortgage lending institution. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, or any private person, trust, or corporation, whether or not such holder would otherwise be considered an Institutional Lender.

1.14 **"Lot(s)"** shall mean and refer to a tract of real property designated as a residential building lot and as set forth on the Replat of SOUTHAMPTON 2 whether improved or unimproved.

1.15 **"Minimum Landscaping Requirements"** shall mean and refer to the Landscape Plan approved for the Property by the City of Palm Beach Gardens, Florida.

1.16 **"Owner/Member"** shall mean and refer to the holder or holders of the fee simple title to a Lot as herein defined. The words Owner and Member may be used interchangeably herein.

1.17 **"Person"** shall mean and refer to a person, firm, association, or corporation.

1.18 **"Replat"** shall mean and refer to the SOUTHAMPTON 2 REPLAT, recorded in Plat Book 115, at Pages 93-97, of the Public Records of Palm Beach County, Florida, also referred to herein as the Replat of Southampton 2.

1.19 **"Property"** shall mean and refer to the following described lands: all of SOUTHAMPTON according to the SOUTHAMPTON 2 REPLAT.

1.20 **"Roads and Alleyways"** shall mean and refer to any road or alley/alleyway within the Property which is part of the Common Area, the regulation and maintenance of which shall be by the Association.

1.21 **"SFWMD Permit/Surface Water Management System"** shall mean and refer to the fact that the Association shall have the responsibility of operating and maintaining the surface water management system pursuant to a permit issued, all as more fully set forth in Article 9 herein. Said permit is attached hereto and made a part hereof as **Exhibit "E"**.

1.22 **"Townhouse"** shall mean and refer to a single family residence and the Lot upon which it is constructed.

1.23 **"Townhouse Building"** shall mean and refer to a building containing either 3, 4 or 5 Townhouses in each building.

1.24 **"Unimproved Lot"** shall mean and refer to a Lot for which a Certificate of Occupancy for a single family residence has not been issued.

1.25 **"Southampton"** shall mean and refer to the commonly used name of this community being developed by Declarant to which this Declaration applies. The words Southampton and the Property may be used interchangeably herein.

ARTICLE 2

SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC.

2.1 **Formation** At or prior to the time of the recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation in the Office of the Secretary of State of Florida. The Association is formed to own, operate and maintain the Common Area; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration and to have such other specific rights, obligations, duties and functions as are set forth in the Declaration and in the Articles of Incorporation and the By-Laws of the Association.

Subject to the additional limitations provided herein and in the Articles of Incorporation and By-Laws, the Association shall have all the powers and be subject to the limitations of a homeowner association as contained in Florida Statutes, Chapter 720 and as a not-for-profit corporation as contained in Florida Statutes Chapter 617, as amended from time to time. When city, county, state, federal or other agency laws or regulations are more restrictive than those specified in the Declaration of Covenants, Articles of Incorporation or By-Laws of the Association the more restrictive shall govern.

2.2 Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot and filing a deed therefore in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred and conveyed by operation of law, at which time membership, with respect to the Lot conveyed shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership. There shall be only one (1) voting member per Lot, regardless of how the deed or instrument evidencing ownership of a particular Lot is set forth.

2.3 Voting. The Association shall have two classes of voting membership: Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised pursuant to the provisions of Article IV(4) of the Articles, but in no event shall more than one vote be cast with respect to any Lot. The Class B Member shall be the Declarant and shall be entitled to

one thousand (1,000) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

- (a) 3 months following the closing of 90% of all Lots that will ultimately be operated by the Association have been conveyed to Members, or
- (b) Such earlier date as Declarant may determine.

2.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Declarant without Declarant's prior written approval; and provided further, that no amendment, alteration or revision may be made which materially, directly or adversely affects the rights or privileges of any Mortgagee without the prior written approval of the Mortgagee so affected, and any attempt to amend, alter or rescind contrary to this prohibition shall be of no force or effect.

2.5 Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases. As permitted by F.S. 720.305 and in accordance with Article 8.7 hereof, the Association may suspend Common Area use rights and voting rights if a Member is delinquent in the payment of any annual Assessments, or in violation of any provision of this Declaration or of any rules or regulations or traffic regulations promulgated by the Association.

2.6 Control by Declarant.

2.6.1 Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until Class B membership ceases as set forth in Article 2.3 hereof. Prior to ninety (90) days after Class B membership ceases, the Association shall conduct the Turnover Meeting. So

long as it retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association, and no action of the Members of the Association shall be effective unless and until approved by Declarant. In the event that Declarant shall enter into any contracts or other agreements for the benefit of Owners or the Association, Declarant may, at its option, assign its obligations under such contracts or agreements to the Association, and in such event the Association shall be required to accept such obligations.

2.6.2 After turnover of control of the Association, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property or on the condition or appearance of the Property without the prior written consent of the Declarant; so long as the Declarant has title to at least one Lot. The Board shall submit such decisions and actions to the Declarant, for approval. The Declarant shall approve or disapprove such decisions and actions within thirty (30) days after receipt thereof. In the event the Declarant fails to act within such time period, such failure shall be deemed approval by the Declarant.

2.7 **Acquisition and Conveyance of Property.** The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Association may determine to be appropriate. Any property acquired pursuant to this section shall be Common Area.

2.8 **Traffic Regulations.** Subject to approval by the City of Palm Beach Gardens, the Association, through its Board of Directors, shall have the right but not the duty to post and promulgate traffic regulations throughout the Property for use of the roads and alleyways as set forth on the Replat of SOUTHAMPTON 2. A copy of all traffic regulations shall be made available to all members for inspection at the office of

the Association. Any roads and alleyways shall remain open and available for use by the Owners and their guests and invitees. Pursuant to the provisions of Article 8.7 hereof, the Association, through its Board of Directors, shall also have the right to establish enforcement mechanisms for violation of the traffic regulations, including without limitation, the assessment of special assessments for non-compliance, which shall be collected pursuant to this Declaration, the removal of vehicles, and the suspension of Owners' rights and easements of enjoyment provided herein. Those who violate the traffic regulations shall be entitled to a hearing before the Compliance Committee and they shall be given notice of the date and time of such hearing as set forth in Article 8.7 hereof. A Special Assessment may also be levied pursuant to the provisions of Article 8.7 hereof in addition to or in lieu of other remedies available to the Association.

2.9 **Owners' Easement of Enjoyment.** Subject to the provisions herein, each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to, and shall pass with the title to each Lot.

2.10 **Continual Maintenance.** In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Area as tenants in common and shall collectively provide the continued maintenance and upkeep thereof. In no event shall the County or City be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County and City may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Board of County Commissioners or the City Commission. In the event of a dissolution of the Association, for whatever reason, any Owner may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association in place of 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 Common Area.

2.11 **Pool and other Common Area Regulations.** The Association shall promulgate rules and regulations from time to time regarding the pool, fountains, gate house, club house and gazebo(s) and other Common Areas in proximity thereto.

ARTICLE 3 **USE RESTRICTIONS**

3.1 **Zoning.** All of the Lots in the Property subject to the provisions hereof shall be used ~~only~~ for the purposes as are permitted under the zoning classifications of the government body having jurisdiction as of the date hereof.

3.2 **Commercial Building.** No commercial buildings shall be erected, nor shall any building be used for any commercial purpose on any Lot, provided, however, that construction structures may be placed on a Lot or on the Property by the Declarant and remain there during the course of active construction and provided further that no other portable or temporary buildings may be placed on any Lot except that the Declarant may do so.

3.3 **Leases.** No Owner shall lease his residence, or any portion thereof, until one (1) year after the date that Declarant initially conveys fee simple title to such residence and Lot to an Owner. No Owner shall lease his residence, or any portion thereof, without the prior approval of the Association. Said approval shall not be unreasonably withheld. Under no circumstances shall the residence, or any portion thereof, be leased for a period of less than twelve (12) months.

3.4 **No Trade, Business or Professionals.** No trade, business, professional or any other type of commercial activity including but not limited to day care centers shall be carried on upon any Lot. However, an Owner shall be permitted to carry on a Computer/Internet related business within the residence provided it does not generate any retail traffic to the Lot and provided it is in compliance with any governmental laws or regulations and does not violate any terms and conditions set forth in this

Declaration. However, notwithstanding this restriction, the Declarant and its assigns shall not be prohibited from operating sales models or trailers or offices on any Lots(s) or Common Area.

ARTICLE 4 **ARCHITECTURAL CONTROL COMMITTEE**

4.1 Approvals. For the purposes of insuring the development of the Property as a residential area of high standards, the Declarant, until an Architectural Control Committee has been designated by the Board of Directors of the Association, shall exercise architectural control over additional changes to buildings, structures and other improvements placed on the Lots. The Owners of each and every Lot, except Declarant, by taking title thereto or by taking possession thereof, covenant and agree that no building, wall, structure or other improvements, including but not limited to any satellite dish shall be placed upon such Lot unless and until the plans and specifications therefore and the plot plan have been approved, in writing, by the Declarant or a majority of such control committee. Declarant, the Association and all Owners covenant and agree that the Minimum Landscape Requirements shall be maintained and no alterations from the Minimum Landscape Requirements shall be permitted unless an Amendment to the Landscape Plan for the Property is approved by the City of Palm Beach Gardens, Florida.

4.2 Plans and Specifications. Each such building, wall, structure or other improvements shall be placed upon said Unit only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Declarant or such committee may be based on any reasonable discretion including purely aesthetic grounds, which, in the sole discretion of the Declarant or such committee, shall be sufficient pursuant to standards established by the Declarant. No alterations in the exterior appearance of the Buildings or other structures shall be made without like approval. Said approval shall not be unreasonably withheld. Plans for such approval shall be submitted to the Declarant or the Committee

at the Declarant's office unless Declarant or the Committee shall establish a different place to submit such plans. In the event Declarant or said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to them or if no suit to enjoin the constructions, addition, alterations, or change has been commenced prior to the completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with.

4.3 Control. It is intended that the architectural control committee shall have the right to control all architectural and visual aspects of any improvements constructed in the Property, including, without limitation, height, site planning, setback requirements, open spaces, exterior design, signage, window tinting, outside window treatments, colors, landscaping, including the right to establish minimum landscaping criteria for each Lot provided that the same shall be applied equitably and without discrimination. It is the purpose of these restrictions that the entire area of which the subject lands are a part may be developed as a planned high quality residential community with each area thereof complimenting the others and forming a homogeneous whole.

ARTICLE 5
PARKING, TRASH, SATELLITE DISHES, MOTORCYCLES, GARAGE DOORS,
MAILBOXES AND OTHER RESTRICTIONS

5.1 No clothesline or other clothes drying facility shall be permitted which is located outside of the dwelling unit, unless permitted by applicable City, County, State or Federal law.

5.2 No sign of any nature whatsoever shall be erected or displayed upon any of the Lots, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Association which approval may be arbitrarily withheld, providing, however, that the Declarant shall have the right to place such signs upon the Lots and Common Areas as Declarant deems necessary and

proper in its sole discretion in connection with the sale by Declarant of Lots within the Property, including resales of the same. For Sale signs not larger than 6" x 10" may be displayed on a Lot only after Declarant has turned over control of the Association pursuant to Article 2.

5.3 No exterior radio, television, other electronic antennae, flags (except as may be permitted by laws) or aerial may be erected or maintained anywhere upon any of the foregoing described lands except as may be approved by the Association herein.

5.4 All garbage, trash and recyclable containers must be placed in closed containers and kept in an orderly fashion when it is placed outside for trash pickup. All garbage and trash must be kept indoors before it is placed outside for trash pickup. No garbage or trash may be put out for pick-up more than twelve (12) hours prior to said pick-up. Empty containers must be moved out of sight within 10 hours after pick-up.

5.5 The parking or storage of automobiles and other motor vehicles is permitted only in garages and driveways. There shall be no parking or storage of any vehicles permitted on the swale or alleyways or green belt right of way area. Parking in the streets shall be in accordance with any and all municipal/county ordinance(s) and/or code(s). The streets and alleyways are available for use by the Owners, their guests and invitees.

5.6 The parking or storage of boats and boat trailers, campers, trailers, commercial vehicles or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) upon any lands in the Property is prohibited except in spaces expressly approved in writing in advance by the Association or Declarant and in accordance with any time constraints imposed herein. No repairs to any and all of the aforesaid boats, trailers or vehicles shall be made on any lands in the Property except repairs made for emergency purposes such as to repair a flat tire.

5.7 Only vehicles (non-commercial) bearing current license and registration tags and inspection certificates, as required pursuant to State law and which are operable without assistance shall be permitted to be parked or stored on any lands within the Property.

5.8 The overnight parking or storage of trade or commercial vehicles in excess of one-half ton rated capacity is prohibited.

5.9 No sheds or other means of outside storage may be constructed upon any Lot except for the Declarant as set forth herein.

5.10 Only central air conditioning is permitted to be installed in any residence. No window, wall, portable or other individual air conditioning unit is permitted to be installed.

5.11 Motorcycles are not permitted, except with the prior written consent of the Association which shall require that they be parked inside garages, and may require appropriate noise muffling equipment so that the operation of same does not create an annoyance to the residents of the Property.

5.12 No garage sales are permitted without prior written consent of the Association. Said consent may be arbitrarily withheld. In any event no Unit Owner may hold more than one sale per year not to exceed 48 hours in duration.

5.13 No modification to garage doors or roof gutters may be made without the prior written consent of the Association. Said consent may be arbitrarily withheld.

5.14 Townhouses shall have multiple mailboxes to service individual multifamily dwelling buildings as Declarant shall determine and said mailboxes shall only be located at the Clubhouse.

5.15 Declarant shall provide a uniform system of water supply to the landscaping sprinklers installed for the benefit of each Lot. No sprinklers may be run off the lakes or canals within subdivision other than as installed by Declarant. The Association shall be responsible for the maintenance of these sprinklers. The irrigation system shall be maintained by the Association.

5.16 In addition to any other remedies available to the Association for the violation of the foregoing use restrictions and any other restriction in this Declaration, the Association shall impose a monetary fine and/or the Association may impose an assessment as is set forth in Article 8 hereinafter. Failure to pay said fine and/or assessment may result in a lien in favor of the Association against the violating Unit Owner in the same manner as set forth herein. The Owner shall be entitled to notice and a hearing as set forth in Article 8.7 hereof.

5.17 As set forth in Article 9.1(a)6) hereof, the Association shall be responsible for the exterior painting of the Townhouse Buildings and for cleaning of the Townhouse Building roofs.

5.18 No motorized scooters, mopeds, bicycles, go-carts, golf carts or any other electric or gas driven vehicle not registered with and/or allowed by the State of Florida, or County of Jurisdiction, are permitted within or on Association streets, sidewalks or common areas at any time. In addition, any permitted and registered vehicle must be properly licensed and insured at all times, subject to the Association requesting and receiving copies of said insurance.

5.19 No Lot Owner(s) may place, affix or in any way attach to any portion of the interior or exterior of their residence a satellite dish or similar television or other reception device except as permitted by law. Any and all such satellite dishes or similar television or other reception device are to be installed as approved by the Association. The cost of the installation shall be at the expense of the Unit Owner. The Association

must give prior written consent to said installment, to be provided pursuant to laws in effect at that time.

ARTICLE 6
LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any Lot, except that a total of no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept so as not to be an annoyance or nuisance to anyone in the Property. An Owner's 2 dogs cannot exceed 150 pounds in aggregate weight and any 1 dog may not weigh more than 100 pounds. Dogs must be kept on a leash when outside of the residence. Any Owner shall be required to immediately pick up any animal waste deposited by his or her pet on any portion of the Property. No pets may be left outside at night between the hours of 9:30 p.m. and 7:00 a.m. The Association may require any pet to immediately and permanently be removed from the Property due to a violation of these rules. A pet may not be left unattended or unsupervised.

ARTICLE 7
PROPERTY RIGHTS

7.1 **OWNER'S RIGHTS:** Every member of the Association shall have the right to enjoyment in and to the Common Areas and any and all improvements thereon subject to the rules established by the Association. The Declarant may retain legal title to the Common Areas during the development period, and, prior to turnover of Control pursuant to Article 2.6.1 hereof, shall convey by Quit Claim Deed the Common Area to the Association free and clear of all liens and encumbrances, except taxes for the year of conveyance and reservations, restrictions, covenants and easements of record, including those contained in this Declaration.

7.2 **DECLARANT'S RIGHTS:** It is acknowledged that the performance by the Association of the duties hereunder, and the exercise of its right is for the benefit of the Owners of the Lots subject to these restrictions, as well as for the benefit of the Declarant. Accordingly, if the Association shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, Declarant, in its name or in the name of the Association, shall have the right, but not the obligation, to perform any of the Association's duties and to exercise any of the performance of such duties and Declarant shall not be liable in any way for exercising any rights under this section.

7.3 **EASEMENTS**

7.3.1 Each of the following easements are hereby created in favor of the Association which shall run with the land, and notwithstanding any of the other provisions of the Declaration may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

7.3.2 **Utilities:** Easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the Property or any Lot, including, but not limited to; electricity, telephones, sewer, water, lighting, irrigation, roof guttering, drainage, fire sprinklers, television antenna and cable television facilities, and electronic security are granted in favor of the Association. However, easements affecting any Lot which serve any other portion of the Property shall be underground, across easement lines reflected on the Replat of SOUTHAMPTON 2, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of a Lot. An Owner shall do nothing on or within his or her Lot which interferes with or impairs the utility services using these easements. The Declarant or its designees shall have a right of access to each Lot to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easements therein reserved; provided such right of access shall not unreasonably interfere with the

Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Lot shall be made with reasonable notice to the Owner.

7.3.3 Perpetual Nonexclusive Easement in Neighborhood Common Areas. The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all Owners and residents of the Property, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended according to the Rules established by the Association.

7.3.4 Service of Easement. Easements shall exist across Lot lines as reflected by the Replat of SOUTHAMPTON 2 in favor of governmental and quasi-governmental authorities, utility companies, fire sprinkler system service companies, cable television and telephone companies, ambulance or emergency vehicle companies within the Property, and over, under, on and across the Common Areas to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Property and the Owners.

7.3.5 Easements for Pedestrian and Vehicular Traffic.

(a) Easements are provided for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Area as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Owners and the residents of the Property, and their guest and invitees.

(b) Easements shall exist in favor of the Association for drainage across Lots and across Common Areas, and for roof guttering and vertical down spouts.

7.3.6 Easement for Cleaning, Pressure Cleaning Roofs, Driveways and Sidewalks, Painting Exterior of Townhouses and for Landscape and Irrigation Systems Maintenance. The Association its agents and/or assigns shall have an easement to go on to the property of a Townhouse Owner(s) for the purpose of cleaning, pressure cleaning roofs, driveways and sidewalks and painting of exteriors to the Townhouse Buildings as they deem necessary from time to time; and an easement on all Lots to perform landscape and irrigation system maintenance, all as set forth in Article 9.1.

7.3.7 Additional Easements. Declarant (so long as it controls the Association) and the Association, on their behalf and on behalf of all Owners, each shall have the right to:

(i) grant and declare additional easements over, upon, under and/or across the Lots and Common Areas in favor of the Owners and residents of the Property and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the benefit, safety or welfare of the Owners, or for any other reason or purpose. No joinder of any Owner or any mortgagee of any Lot shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in fact for the foregoing purposes.

(ii) No owner may construct any improvements within the lake maintenance, landscaping, drainage and any other easements which are reflected on the Replat of SOUTHAMPTON 2.

7.3.8 Easements and Restrictions of Record. The Property is subject to restrictions, reservations and easements which have been placed of record prior to the recording of this DECLARATION, including but not limited to the Replat of SOUTHAMPTON 2.

7.3.9 **Private Roads** The roads, alleys and alleyways are Common Area. The roads, alleys and alleyways within the Property are dedicated private roads that shall be available and accessible only to Owners and their guests and invitees. These private roads, alleys and alleyways are Common Areas and they shall be maintained by the Association as further set forth on the Replat of SOUTHAMPTON 2.

7.4 **City Approved Landscape Plan and Pedestrian Amenities.** The City of Palm Beach Gardens has approved the Landscape Plan and Pedestrian Amenities for the Property. No alterations or changes may be made to the foregoing without prior approval from the City. The Minimum Landscaping Requirements shall be met by the Association and maintained as herein required.

ARTICLE 8 **ASSESSMENTS AND LIEN**

8.1 **Authority of Association.** The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. All Assessments made by the Association shall be collected by the Association or such agent as shall be designated by the Association for collection of Assessments.

8.2 **General Assessments.** General Assessments shall be determined in accordance with the annual Budget adopted by the Board of Directors as set forth in Article 13 hereof for the purpose of maintenance and management of the Association, the Common Area and maintenance of the irrigation system and landscaping as set forth in Section 9.1 hereof, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments shall be used for payment of: operation, maintenance and management of the Association and the Common Area; insurance for the Board of Directors; property taxes and assessments against and insurance coverage for the Common Area; legal and accounting fees;

maintenance of any roads, alleys and alleyways dedicated or reserved to the Association; management fees; normal repairs and replacements; charges for utilities used upon the Common Area; cleaning services; the creation of such reserve accounts as may be required from time to time by the Board of Directors; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation, enforcement and for the promotion of the safety and welfare of the Owners. The maintenance by the Association of the Townhouse exterior as set forth in Section 9.1(a)(6) hereof shall be an Individual Assessment to the Townhouses as set forth in Section 8.6 hereof.

8.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. All Lots, except Unimproved Lots as defined in Article 1.14., shall be assessed at a uniform rate to be determined by the Association, so that all Lots (except Unimproved Lots) shall be assessed equally ("General Assessment"). All Lots for which a Certificate of Occupancy has not been issued (Unimproved Lots) shall not be subject to Assessment. Any Improved Lots (those in which a Certificate of Occupancy has been issued) that remain owned by Declarant after turnover as defined elsewhere herein, such as but not limited to model homes, shall be subject to the General Assessments less that portion designated for Cable T.V. if the model home or Improved Lot do not receive Cable T.V. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy additional General Assessments to meet such needs. General Assessments shall be payable in advance on a monthly basis.

8.4 Special Assessments. The Association shall have the power and authority to levy and collect a special Assessment from each Member for payment of the following: the acquisition of property by the Association; the cost of construction of

capital improvements to the Common Area; the cost of construction, reconstruction, unexpected repair or replacement of the Common Area or any capital improvement, and including the necessary fixtures and personal property related thereto; including, without limitation, such costs resulting from an Act of God, hurricane, flood or freeze damage; the expense of indemnification of each Director and Officer of the Association; and any other expenses under estimated in the budget adopted annually by the Association. All Lots, except Unimproved Lots, shall be assessed at a uniform rate. A special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a special Assessment shall exceed FIVE HUNDRED DOLLARS (\$500.00) per Lot, it shall require the approval of the Members of the Association, to be obtained at a duly convened regular or special meeting at which a Quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of at least fifty-one percent (51%) of the votes present in person or by proxy.

8.5 Emergency Special Assessment. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, fires. Emergency special Assessments shall be collected in such manner as the Boards of Directors shall determine.

8.6 Individual Assessments. All costs and expenses of the Association pertaining to the exterior maintenance of the Townhouses as set forth in Section 9.1(a)(6) hereof shall be assessed as an Individual Assessment against the Townhouses at a uniform rate to be determined by the Association. Also, the Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements to the Common Area, or any other property to be maintained by the Association, necessitated by the negligent or willful acts of an Owner or his invitees, licensees, family or guests, or for the cost of maintenance, repairs or replacements

within or without the Lot, which the Owner thereof has failed or refused to perform. The Association shall have the right to enter into and onto each Lot to perform necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors, in its discretion, from time to time. All Individual Assessments shall be collected in such manner as the Board of Directors shall determine.

8.7 Fines for Non-Compliance: In addition to all other remedies provided in this Declaration, the Compliance Committee, in its sole discretion, may, after compliance with the provisions of this Article 8.7, levy a fine, which shall be deemed to be a Special Assessment against an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws, rules and regulations, or traffic regulations of the Association, provided that the following procedures are followed:

8.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and the time of the Meeting at which the Owner shall present testimony to the Compliance Committee as to why the fine should not be imposed. A fine or suspension may not be imposed until an owner has been provided at least 14 days notice. The hearing shall be before a committee ("Compliance Committee") of at least (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouses, parents, 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.

8.7.2 Hearing. The non-compliance shall be presented at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a fine in the event that it is determined that a violation has in fact occurred. A written decision shall be submitted to the Owner no later than ten (10) days after the hearing.

8.7.3 Amount of Fines. The Compliance Committee may impose the following fines against the Owner in the event a violation is found.

8.7.3.1 First Non-Compliance for Violation: A fine in an amount not in excess of \$100.00.

8.7.3.2 Second Non-Compliance for Violation: A fine in an amount not in excess of \$100.00.

8.7.3.3 Third and Subsequent Non-Compliance Violation or violations which are of a Continuing Nature: A fine in an amount of \$100.00 per day and not in excess of \$1,000.00 aggregate.

8.7.4 Due Date of Special Assessment. A fine, which shall be deemed a Special Assessment, as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Section 8.7.2 above.

8.8 Effect of Non-Payment to Assessment. All notices of Assessments from the Association to the Members shall designate when the assessment is due and payable. If an Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law (and in the absence of such law, at such interest rate as the Board of Directors of the Association may decide from time to time) from the date when due until paid. Once an assessment becomes delinquent, in addition to any other fees that may be set forth herein, repayment thereof shall also include a late fee of twenty-five Dollars (\$25.00) for each 30 day period in which the assessment remains delinquent. The Assessment, together with interest thereon and the costs of collection thereof, including attorneys' fees shall be a continuing lien against the Lot owned by the Member against whom the assessment is made and shall also be the continuing personal obligation of the Owner thereof and such personal obligation shall pass to a successor in title to a Lot until such

time as the Assessment is paid as provided for herein. Following compliance with F.S. 720.3085, the Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid assessment, the rate of interest due thereon and the cost of the collection thereof, provided however, Special Assessments for Non-Compliance pursuant to Article 8.7 hereof are subject to the provisions of F.S. 720.305. If any Assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the Association may declare the entire unpaid Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Lot and/or Owner assessed in the manner in which mortgages on real property are foreclosed and a suit on the personal obligation of the Owner. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs, and attorneys' fees. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and costs, including attorneys' fees, incurred by the Association. Any successor in title to a Lot shall be held to constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

8.9 Additional Assessments. There may be Additional Assessments for any charges or costs which may be levied against the Lots by any government entity, including, without limitation, trash collection charges which may be levied by Palm Beach County. Such charges or costs shall be the sole responsibility of the Owners of the Lots and are not included in the Assessments.

8.10 Certificate of Assessments. The Association shall prepare a roster of the Members, their respective Lots and Assessments applicable thereto, which shall be kept in the office of the Association or at the Office of the appointed management company, and shall be opened to inspection by all Members at reasonable business hours. At the request of an Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, or an agent or management

company, if one exists, setting forth whether the Owner's Assessments have been paid and the amount which is due as of the date of the Certificate. As to parties without knowledge or error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid. The Association and/or Management Company may charge a reasonable fee for providing said Certificate.

8.11 Liability of A First Mortgagee. The liability of a first mortgagee, or its successor or assign as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or deed in lieu of foreclosure for unpaid assessments that became due before the mortgagee's acquisition of title is limited pursuant to the provisions of F.S. 720.3085. After mortgagee's acquisition of title, the mortgagee's liability for assessments is the same as all other Owners. Any delinquent Assessments which are eliminated or reduced against a Lot pursuant to F.S. 720.3085 may be reallocated and assessed to all Owners as a Common Expense.

8.12 Payments by Declarant. Except as set forth in Article 8.3 hereof and notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant controls the Association as per Article 2.6 hereof, the Declarant shall not be liable for Assessments against such Lot, provided that Declarant funds any deficit in operating expenses in excess of assessments billed and the Operation's Start-Up Fund collected pursuant to Section 8.14 below. Declarant may at any time commence paying such assessments as to Improved Lots that it owns and thereby automatically terminate its obligation to fund subsequent deficits in the operating expenses of the Association. Any funding of Association deficits attributed to other than operating expenses shall be treated as loans from the Declarant to be repaid by the Association at a market rate of interest and shall be due upon demand.

8.13 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

8.13.1 All property dedicated or reserved to or owned by the Association.

8.13.2 All property dedicated to or owned by the water management district, water control district or other party responsible for maintenance of the water management system within the subdivision.

8.13.3 Any portion of the Property dedicated to the County.

8.13.4 Any portion of the Property exempted from ad valorem taxation by the laws of the State of Florida.

8.14 **Operation's Start-Up Funds.** In addition to all of the foregoing Assessments, all Owners (including, but not limited to, initial purchasers from Declarant and each Owner of each Lot thereafter) shall also be required to pay, at the time of acquiring title to their Lot, a sum equal to three (3) months General Assessments, assessed against a Lot by the Association, which sums shall be paid to the Association as a Start-Up Fund for the Association's Operating Expenses. This Start-Up Fund shall not relieve Owner of Owner's responsibility to pay all General Assessments assessed against Owner's Lot. All Start-Up Funds received by the Association shall be for the general use and benefit of the Association. The Declarant, for so long as it controls the Board of Directors, shall have the right to use the Start-Up Funds to pay for any ordinary expenses and purposes of the Association. Regular maintenance/assessments may also be required to be pre-paid at closing by initial purchasers in Declarant's sole discretion.

ARTICLE 9 **MAINTENANCE**

9.1 Responsibility of Association.

(a)(1) The Association shall have the perpetual responsibility for maintaining, repairing and operating the Common Areas as they are defined in Section 1.6 herein; provided, however, air conditioning units and service lines serving a Townhouse shall be maintained, replaced or repaired by the Townhouse Owner.

(a)(2) The Association shall have the responsibility of maintaining the irrigation sprinkler systems on each Lot. The Owners by being Members of the Association agree to give the Association reasonable access to the Lots to perform required maintenance and inspections of said systems and for emergency purposes.

(a)(3) The Association shall have the perpetual responsibility for the maintenance and operation of all landscaping on all Lots and the Common Area, subject to the provisions of Article 9.1(F) hereof, which shall include but not be limited to mowing, irrigating, trimming, edging, fertilizing, and spraying of lawns, trees and shrubbery. The Association shall maintain the Minimum Landscape Requirements for the entire Property as approved by the City of Palm Beach Gardens, Florida.

(a)(4) The Association may do such other things and make such other actions as may reasonably be necessary to promote the health, safety and welfare of its members.

(a)(5) The Association will also maintain the wood frame trim to be placed around the perimeter of traffic control signs, if any.

(a)(6) The Association shall maintain portions of the exterior of all Townhouses and Townhouse Buildings as herein specified. Such maintenance shall consist of pressure cleaning of the roofs, driveways and sidewalks, and painting of the exterior, and maintenance of roof guttering. All other parts of the exterior not stated herein shall be maintained by the Owner.

(a)(7) The Association shall own, maintain and operate the master meters for the water and sewer systems serving Southampton.

(a)(8) The Association shall have the perpetual responsibility to maintain:
(i) the Southampton PUD, as set forth herein and as set forth in the PUD Site Plan;
(ii) the PUD Landscaping Plan; and (iii) all Common Elements. The provisions of this paragraph may not be amended by Declarant or the Association without prior approval from the City of Palm Beach Gardens.

(b) Surface Water Management: The South Florida Water Management District shall not be liable or responsible for maintaining the Common Areas including but not limited to any lakes, pumps and water features. The surface

water management system, located on the Common Areas for the Property shall be perpetually operated and maintained by the Association, and/or any applicable governmental agency in accordance with all permits and approvals issued by any controlling governmental authority. Furthermore, the surface water management system shall not be interfered with, changed or altered, except pursuant to permits and with the prior approval issued by the controlling governmental authority. Additionally, Owners are advised herein that the levels of all water bodies in the surface water management system may fluctuate dramatically during very wet or very dry periods and that the priority purpose of these water bodies is to fulfill surface water management and drainage requirements, not aesthetics.

- 1) The Association has accepted responsibility for the operation and maintenance of the Surface Water Management ("SWM") System as is described in the South Florida Water Management District ("SFWMD" or "District") general permit # 50-00610-S-14.
- 2) The SWM System is owned by the Association, and are Common Area.
- 3) The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM System.
- 4) Any amendment proposed to this declaration which would affect the SWM System, conservation areas or water management portions of the Common Area will be submitted to the District for a determination of whether the Amendment necessitates a modification of the SFWMD permit.
- 5) The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.
- 6) If wetlands mitigation or monitoring is required the Association shall be responsible to carry out this obligation. The rules and regulations state that it shall be the Association's responsibility to complete the task successfully, including meeting all (permit)

conditions associated with wetlands mitigation, maintenance and monitoring

- 7) (a) The SFWMD Permit is attached as Exhibit "E".
(b) Copies of the permit and any future SFWMD permit action shall be maintained by the Association's Registered Agent for the Association's benefit.
- 8) The District 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 facilities or in mitigation or conservation areas under the responsibility or control of the Association.
- (c) Utility Services. The Association shall maintain all utility services not owned by any governmental authority or utility company, except for utility services located within any Lot, which serve only the Lot.
- (d) Other Property. The Association shall have the right to maintain such other areas within the Property as the Board determines from time to time is in the best interest of the Owners, and the cost of any such maintenance shall be a Common Expense.
- (e) Basic cable television service shall be provided to each Improved Unit.
- (f) The Association shall be responsible for maintaining all landscaping on all Common Areas and Lots including all lawns, shrubs and trees. Owners shall be prohibited from altering or installing any landscaping.. The Association shall maintain the sprinkler irrigation system for all Common Areas and Lots.
- (g) In the event an Owner fails to properly maintain any property that the Owner is required to maintain, the Association shall have the right to make any

repairs or replacements as it deems necessary. In such event, the Association shall have the right to individually assess the Owner involved for all costs incurred in making such repairs or replacements as provided for herein.

(h) Prior to turnover the Declarant, through the Association, and then subsequent to turnover the Association shall be responsible for the maintenance of the Central Boulevard and PGA Boulevard road shoulder landscaping adjacent to the Southampton PUD.

(i) Prior to turnover the Declarant, through the Association, and then subsequent to turnover the Association shall be responsible for 50% of the maintenance costs for the medians adjacent to the Southampton PUD on Central Boulevard and on PGA Boulevard adjacent to the PGA Commons Parcel 1 PUD. Additionally, prior to turnover the Declarant, through the Association, and then subsequent to turnover the Association shall be responsible for 100% of the maintenance costs for the median adjacent to the subject property from Woodland Lakes to the eastern terminus of the Southampton PUD.

9.2 Responsibility of Unit Owner

(a) Exterior Building Maintenance. As set forth in Article 9.1(a)(6), the Association shall maintain portions of the exterior of all Townhouses and Townhouse Buildings. All other parts of the exterior not stated in Article 9.1(a)(6) herein shall be maintained by each Townhouse Owner.

(b) Other Maintenance. Air conditioning units and service lines serving a Townhouse shall be maintained, replaced or repaired by the Townhouse Owner. All Owners shall have the responsibility for the repair and replacement of his or her roof and roof guttering. No Owner shall interfere in any way with the walls, fences and landscaping which serve as a buffer between the Property and the adjoining properties,

lakes and roadways. No trees or hedges shall be removed from the landscape buffers or planting strips or park area.

(c) Negligence. An Owner shall be liable and shall be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness.

(d) Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for, indemnify and hold the Association harmless for any and all acts and omissions, whether negligent or willful, or any person residing in his residence, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the By-Laws, by any lessee on the Property or any guests or invitee of an Owner, shall also be deemed a violation by the Owner and shall subject the Owner to the same liability as if violation was that of the Owner.

(e) Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present on any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him, if such person shall materially violate any provisions of this Declaration, the Articles, or the By-Laws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents by person or pet of the Property, or shall willfully damage or destroy any Common Area or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Subject Property and if such person does not do so, the Association is authorized to commence an action to compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against such person as was present on the

Subject Property, and the Association may collect each assessment and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by an Owner or a member of his immediate family residing with him.

(f) Further responsibilities of Owners are set forth elsewhere in this Declaration

ARTICLE 10

COMMON WALLS

10.1 Every person who shall accept or receive any instrument of conveyance of a Townhouse, and every Owner, by acceptance of title to his/her Townhouse, covenants and agrees that the Townhouse and the Townhouse Building shall be used, held, maintained and conveyed solely in accordance with the covenants, reservations, easements, and lien rights regarding same as set forth in this Declaration, and particularly each Owner of a Townhouse shall be deemed to have accepted the following Common Wall terms set forth herein.

10.2 Each wall which is built as part of the original construction of the Townhouse upon the Property and forming a Common Wall or boundary between the two Townhouses shall constitute a Common Wall, and to the extent not inconsistent with the provisions of this Article 10, then general rules of law regarding Common Walls, and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.3 The parties owning the Townhouses divided by the Common Wall shall have the right to use it jointly. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating, erection of tangent walls and shelving, but prohibits any form of alteration which would cause an aperture, hole,

conduit, break or other displacement of the original concrete blocks and/or other materials forming said wall.

10.4 In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Townhouse Lot by an adjacent Townhouse Lot Owner and/or its agents shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and prior consent is given to enter on adjacent Townhouse Lot to effect necessary repairs and reconstruction.

10.5 Each party, his heirs, assigns or successors, shall continuously maintain insurance which insures all portions of their Townhouse against all perils to the extent of the full value thereof.

10.6 Each party, his heirs, assigns and successors, shall have the full right to use the Common Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided however, that such use shall not injure, impair the strength of or endanger the wall, foundation or other portion of the building or the premises of the other party, and shall not impair or endanger the Common Wall benefits and support to which the adjoining building is entitled. All further use shall be subject to the terms of this Article.

10.7 This Article shall be deemed to apply to the existing Common Wall and all replacement walls.

ARTICLE 11 **NUISANCES AND REMOVAL THEREOF**

All Lots and buildings and the Common Areas shall be kept free from nuisances, noxious conditions and in a clean and tidy condition and free of conditions offensive to the eye and/or ear or permitting foul or obnoxious odors, and all structures and improvements built shall be kept in good condition, repair and appearance by the

Owners of each Lot and by the Association for the Common Areas. No Lot shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity may be enjoined by the Declarant, the Association or the Owners of any Lot. Assessments and/or fines may also be levied as set forth herein.

ARTICLE 12
SETBACK RESTRICTIONS
OTHER RESTRICTIONS

Subject to the exceptions mentioned hereinabove, no building or any part thereof, may project beyond the setback lines, as set forth in the prevailing zoning regulations, development order approvals or Replat. However, should there be a conflict, the development order approvals and the regulations set forth therein shall control.

ARTICLE 13
BUDGET AND SPECIAL ASSESSMENTS

The annual budget of the Association shall be adopted by the Board of Directors of the Association and circulated to the Association members at least thirty (30) days prior to its adoption. The amount of the initial assessment against each Lot described herein shall be determined in accordance with an estimated budget to be proposed by the Association. Said assessment in the amount determined as above shall be payable in advance on or before the first day of each month of each, and for every month thereafter, which amount is subject to change by the Board of Directors from time to time as said Board of Directors may deem necessary to carry out its responsibilities and services as set forth herein. The Board of Directors shall have the right to impose upon the Owner a reasonable penalty for late payment of the monthly assessment in accordance with Section 8.8. The assessment in effect at the time of the conveyance of any Lot from Declarant to an Owner thereof shall be paid by the Lot purchaser to the Association at the time of closing pro rata for the balance of the month in which closing takes place or if Declarant determines for the balance of that calendar quarter and/or for the next quarter as well. Each Owner agrees to pay to the Association all court costs

and reasonable attorneys' fees incurred by the Association in enforcing the provisions hereof against such Owner.

(a) Special Assessment for Repairs, etc. In order to assure that the Association will be maintained as a community of high standards, quality and beauty, all Owners are required to maintain the exterior of the Owner's residence in such a manner as to prevent the same from falling into a state of disrepair, excepting therefrom the maintenance obligations of the Association has undertaken for Townhouses pursuant to Section 9.1(a)(6). If, in the opinion of the majority of the Board of Directors of the Association, the Owner has failed to maintain his or her residence as provided herein, the Association shall mail to said Owner written notice of hearing as provided in Article 8.7, to the property address or the last known address of the Owner. Failure of the Owner to correct the violation(s) within twenty (20) days of mailing of a notice from the Association that the Association has determined the Owner to be in violation of said provisions shall give the Declarant, its successors or assigns or the Association, the right, but not the obligation, to enter upon the premises and correct the violation, or contract to have the necessary repairs or maintenance done. The Declarant, its successors or assigns or the Association, shall have the further right to assess the Owner for the full cost of any services performed pursuant to this paragraph. For the purpose of enforcing the provisions of this section, entry upon the premises by Declarant, the Association or by their designated contractors or agents, shall not be deemed to be a trespass or an invasion of privacy.

ARTICLE 14 **INSURANCE**

Insurance, other than title insurance on the Common Area, shall be governed by the following provisions.

14.1 Authority to Purchase: Named Insured.

14.1.1 Common Area. All insurance policies upon the Common Area shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association for itself and as agent for the Members without naming them as agent for Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to any such Mortgagees. The Policies shall provide that payment by the insurer for losses shall be made to the Association for the benefit of the Members and Mortgagees, as their interests may appear.

14.1.2 Lots. The Owners of each Lot shall purchase insurance on their individual residence at its maximum insurable replacement costs; provided, however, all other variables of insurance coverage on the respective residence may be as each Owner deems appropriate. The insurance policies to be obtained by each Owner shall include but not be limited to hazard, flood, fire, windstorm, Unit repair and replacement, personal property and liability.

14.2 Association Coverages

14.2.1 Casualty Insurance All insurable Improvements on the Common Area shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement cost that the market will permit and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association. The casualty insurance policy must provide for at least thirty (30) days written notice to the Association before the insurer can cancel or substantially modify the policy.

14.2.2 Public Liability Insurance The Association shall obtain public liability and property damage insurance covering all of the Common Area, and insuring the Association, the Members and Mortgagees as their interests may appear in such

amounts and providing such coverage as the Board of Directors of the Association may determine from time to time; including without limitation, coverage for bodily injury and property damage resulting from operation, maintenance or use of the Common Area and any legal liability arising in connection with employment contracts to which the Association is a party provided that the minimum amount of coverage shall be \$500,000.00 each person and \$1,000,000.00 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least thirty (30) days written notice to the Association before the insurer can cancel or substantially modify the policy.

14.2.3 Workers' Compensation Insurance. The Association shall obtain Workers' Compensation Insurance in order to meet the requirements of law, if necessary.

14.2.4 Flood Insurance. The Association shall obtain flood insurance if required to meet the requirements of federal, state or local law.

14.2.5 Other Insurance. The Board of Directors of the Association shall obtain such other insurance as it shall determine from time to time to be desirable such as but not limited to Board of Directors professional Errors & Omissions Insurance.

14.2.6 Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

14.3 Association Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article 14 shall be a Common Expense.

14.4 **Common Area Damages; Shares of Proceeds.** The Association shall not be liable for the sufficiency of policies nor the failure to collect any insurance proceeds. The duty of the Association shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated herein for the benefit of Members and Mortgagees in the following shares, which shares need not be set forth on the records of the Association.

14.4.1 **Mortgages.** In the event a Mortgage endorsement has been issued regarding an Improvement on Common Area, the share of the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Improvement on Common Area shall be reconstructed or repaired, nor any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration.

14.5 **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

14.5.1 **Reconstruction or Repair.** If the damage for which proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such, as hereinafter provided. Any proceeds which remain after defraying such costs shall be distributed to the members and Mortgagees as their interests may appear.

14.5.2 **Failure to Reconstruct or Repair.** If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Member and Mortgagees as their interests may appear. There shall be no distribution of

remaining proceeds until all debris, remains and residue have been cleared and removed and the damaged area had been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be distributed to the Members and Mortgagees as their interests may appear.

14.6 **Association's Power to Compromise Claim.** The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases thereon upon payment of claims.

ARTICLE 15

RECONSTRUCTION OR REPAIR AFTER CASUALTY

15.1 **Determination to Reconstruct or Repair.** If any part of the Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

15.1.1 **Common Area.** If the damaged improvement is part of the Common Area, the damaged Improvement shall be reconstructed or repaired unless it is determined by the Board of Directors of the Association that it shall not be reconstructed or repaired.

15.1.2 **Lots.** If the damaged improvement is on a Lot, the damaged improvement shall be reconstructed or repaired by the Owners thereof unless all affected Owners and Mortgagees, the Association and the Architectural Control Committee agree that the damaged Improvements shall not be reconstructed or repaired.

15.2 **Plans and Specifications.** Unless otherwise approved by the Architectural Control Committee, any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or, if none, then according to plans and specifications approved by the Board of Directors of the Association and the Architectural Control Committee.

15.3 **Estimates of Costs.** Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of construction, replacement or repair, the Association shall obtain reliable and detailed estimates for the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

15.4 **Special Assessments.** Unless the damage was caused by the gross negligence or willful act of a Member, in which case such Member shall be liable, the amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members as a Special Assessment. If the proceeds of such Special Assessment and of the insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association or if at any time during reconstruction, replacement and repair, or upon completion of the costs of reconstruction, replacement and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

15.5 **Construction Funds.** The funds for the payment of costs of reconstruction, replacement and repair after casualty for which the Association is obligated, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments against Members, shall be distributed in payment of such costs in the following manner:

15.5.1 **Association.** The proceeds of insurance collected on account of a casualty, and the total Special Assessments made by the Association in order to provide funds for payment of reconstruction, replacement and repair, shall constitute a construction fund which shall be held by the Association and thereafter disbursed in payment of the costs of reconstruction, replacement and repair in the following manner and order.

15.5.2 **Association – Lesser Damage.** If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is less than One Hundred Thousand Dollars (\$100,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Association.

15.5.3 **Association – Major Damage.** If the amount of the estimated costs of reconstruction, replacement and repair that is the responsibility of the Association is One Hundred Thousand Dollars (\$100,000.00) or more, then construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association, and upon approval by an architect, engineer or general contractor qualified to practice in Florida and employed by the Association to supervise the work.

15.5.4 **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction, replacement and repair, shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction, replacement and repair for which the fund is established, such balance may be distributed equally to the Members. Any surplus for distribution will be made within one-year after the reconstruction, replacement and repair is deemed completed by the Board of Directors or may be applied by the Board as an offset to the next year's annual budget assessment amount.

ARTICLE 16
COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS

The Association's right to assess a Lot, or to impress a lien upon a Lot, the title to which has been acquired by an Institutional Lender as a result of foreclosure or deed in lieu of foreclosure, shall be in accordance with the provisions of F.S. 720.3085(2).

ARTICLE 17
NOTICES

17.1 NOTICE TO DECLARANT OR ASSOCIATION:

Notice to the Declarant or Association or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the Declarant or Association at its principal place of business as shown by the records of the Secretary of State of Florida.

17.2. NOTICE TO LOT OWNER:

Notice to any Owner of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the Owner at the address shown on the records of the Declarant or Association.

ARTICLE 18
CONVEYANCE OF COMMON AREAS

The Declarant shall convey its full right, title and interest in and unto the Common Areas to the Association in the manner and time as herein set forth.

ARTICLE 19
SELECTION AND APPOINTMENT OF INITIAL
BOARD OF DIRECTORS

The Declarant hereby reserves the right to select and appoint the members of the Initial Board of Directors of the Association. The DECLARANT shall select and appoint the members of the Board of Directors until turnover as set forth hereinabove.

ARTICLE 20
NON-LIABILITY OF THE DECLARANT

The Declarant herein shall not in any way or manner be held liable or responsible for any assessments, fees, costs or expenses or subject to any liens except as herein provided.

ARTICLE 21
INDEMNIFICATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

Every Director, Officer and Committee Member of the Association shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, Officer or Committee Member whether or not he is a Director, Officer or Committee Member at the time such expenses are incurred, except in such cases where the Director, Officer or Committee Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or Committee Member may be entitled.

ARTICLE 22
MISCELLANEOUS DISCLOSURES

The following disclosures are made to prospective purchasers and Owners of Lots:

22.1 **Notices and Disclaimers as to Water Bodies.** Neither the Declarant, the Association, nor the City of Palm Beach Gardens shall be liable or responsible for maintaining the level of any water body within the Property. All such water bodies may fluctuate dramatically during very wet or very dry periods, and the priority purpose of these water bodies is to fulfill surface water management and drainage requirements, not aesthetics. All Owners of Lots 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 their Lot, to have agreed to hold harmless the listed parties for any and all changes in the level of the water in such water bodies.

22.2 **Clubhouse Building.** Pursuant to the requirements of the City of Palm Beach Gardens, Florida, the Clubhouse Building to be constructed by Declarant upon the Property, including landscaping, shall be completed prior to the issuance of the vertical Building Permit for the 96th residence upon the Property. If the Clubhouse Building, including landscaping, is not completed by such date, the City of Palm Beach Gardens shall cease issuing new residential building permits until a Certificate of Occupancy is issued for the Clubhouse Building.

22.3 **Master Meter System.** The water and sewer system for Southampton is served by a master meter system and will be owned, maintained and operated by the Association and not by Seacoast Utility Authority.

ARTICLE 23
GENERAL PROVISIONS

23.1 **Assignment.** All of the rights, powers, obligations, easements and estates reserved by or granted to Declarant or the Association may be assigned by Declarant or the Association, as the case may be. After such assignment, Declarant or the Association as the case may be, shall be relieved and released of all obligations with respect to such right, power, obligation, easement or estate.

23.2 **Amendment.** This Declaration may be amended from time to time by recording among the Public Records of the County, an instrument executed by the President or a Vice President and attested to by the Secretary of the Association, indicating (if required pursuant to the terms hereof) that a meeting called for purposes of amendment was held and that the requisite number of Members formally approved the amendment, subject, however, to the following provisions.

23.2.1 Except as provided herein below, an amendment initiated by any party other than Declarant must obtain the approval of at least two-thirds (2/3rds) of the votes of Members; provided that until such time as the Declarant relinquishes control of the Association, all amendments must include the joinder of Declarant.

23.2.2 Subject to the requirements of the Declaration, until turnover of control as set forth in Article 2.6, the Declarant shall have the absolute and unconditional right to alter, modify, supplement, change, revoke, rescind or cancel any or all of the provisions contained in this Declaration including, but not limited to provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder and consent of the Owners, the Association or any other individual or entity and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire property or only specific portions of the Property, but shall be subject to applicable government approvals. Further, the Declarant may amend this Declaration at any time for the purpose of subjecting additional real property within the Property to this Declaration, without the joinder and

consent of any other Owners, the Association, Mortgagees or any party. Declarant's right to Amend the Declaration shall not survive turnover of control. No amendment inconsistent with the requirements of this section shall be recorded unless approved in writing by the City Attorney's Office. Nothing herein contained shall create an obligation on the part of the City Attorney's Office to approve an Amendment.

23.2.3 In addition to other government approvals which may be required, any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Common Area, must have the prior approval of the South Florida Water Management District.

23.2.4 No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire Plat is vacated; provided, however, that portions of a Plat containing open space may be vacated if the effect of such violation would not reduce the total open space within the Property below the requirements of the City zoning code.

23.2.5 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

23.3 **Duration.** All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least eighty percent (80%) of the votes of the Members then existing, by all Mortgagees and the City of Palm Beach Gardens, has been recorded agreeing to terminate these covenants and restrictions.

23.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof and shall insure to the benefit of Declarant, the Association and the Owners of Lots within the Property.

23.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any person or entities violating or attempting to violate same and against the Property subject hereto to enforce any lien created by this Declaration. In the event that Declarant and the Association fail to enforce the terms of the Declaration then any Member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

23.6 Declarant's Rights. For so long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of property throughout the Property, including, but not limited to the right to maintain office(s) on the Property, in location(s) to be selected by Declarant, to have employees in such offices, to construct and maintain sales agency and/or construction offices on the Property and such other structures or appurtenances which are necessary or desirable for the development or sale of property throughout the Property, including without limitation, sales models and parking lots, to post and display a sign or signs on any Lots and/or buildings owned by Declarant or on the Common Area; and to use the Common Area and to show Lots. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within the Property shall not be considered Common Area and shall remain the property of the Declarant.

23.7 **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association as of the time of such mailing. Notices to Mortgagees shall be deemed to have been properly given when mailed postage prepaid to the last known address of the Mortgagee on the records of the Association at the time of such mailing. Each Owner shall notify the Association of all mortgages encumbering a Lot and any transfer thereof, the amount of such mortgages and the recording information for the mortgages. The holder of a mortgage encumbering a Lot may notify the Association of existence of such mortgage and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage. The Association shall not be liable to any party for failure to obtain from any Owner information regarding a mortgage encumbering a Lot or for failure to provide any party with notice of such information.

23.8 **Plats.** In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the dedication or shown on the Plat of the Property, which is recorded or to be recorded in the public records of Palm Beach County.

23.9 **Non-Condominium**

23.9.1 The Association is not intended to be a condominium association and is not being created in accordance with Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration.

23.9.2 The Common Area is not intended to be condominium property under Florida Statute, Chapter 718, in existence as of the date of recording this Declaration and is not part of the common elements of any condominium.

23.10 **Gender and Number.** The use of the singular herein shall include the plural and the use of any gender shall include all genders.

23.11 **Caption.** The captions used in this Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto.

23.12 **Severability.** Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provisions hereof, which shall remain in full force and effect.

23.13 **Dissolution of the Association.** Any Owner may petition the Circuit Court for appointment of a Receiver to manage the Affairs of the Association in the event of the dissolution of the Association. If the Association is dissolved the Surface Water Management System and Water Management portions of the Common Area are required to be conveyed to local government. If local government declines to accept the conveyance the Surface Water Management System and Water Management portion of Common Area are to be dedicated to a similar non-profit corporation.

23.14 **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, HOVSITE SOUTHAMPTON, LLC, a Delaware Limited Liability Company, has caused this instrument to be executed in its Corporate name by its duly authorized officers, and its corporate seal to be affixed this 10th day of Sept., 2012

HOVSITE SOUTHAMPTON, LLC,
a Delaware Limited Liability Company

By: [Signature]
print name Derek Fenech
its President

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, personally appeared Derek Fenech, to me well known to be the individual described in and who executed the foregoing instrument as ~~Vice~~ President of HOVSITE SOUTHAMPTON, LLC, and that he acknowledged to and before me that he executed such instrument as such President of said Company and that said instrument is the free act and deed of said Company.

WITNESS my hand and official seal this 10th day of September, 2012.

[Signature]
Notary Public State of Florida

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Jeff L. Johnson
Commission # DD995595
Expires: MAY 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

JOINDER OF ASSOCIATION

SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, a Florida not for profit corporation, hereby joins in the Declaration of Covenants, Restrictions and Easements for Southampton.

Signed, sealed and delivered
in the presence of:

SOUTHAMPTON PROPERTY
OWNERS ASSOCIATION, INC., a Florida
not for profit corporation


STEPHEN D. LILLER
BONNIE BUCHAN

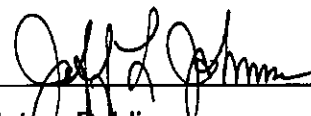
By: 
print name Derek Fenech
Its: President
(CORPORATE SEAL)

STATE OF FLORIDA

) ss.

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of September, 2012, by Derek Fenech the President of Southampton Property Owners Association, Inc., a Florida not for profit corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification.


Notary Public
(Notary Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Jeff L. Johnson
Commission # DD995595
Expires: MAY 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A
LEGAL DESCRIPTION

All of the SOUTHAMPTON 2 REPLAT, according to the Plat thereof, as recorded in Plat Book 115 at Pages 93-97, of the Public Records of Palm Beach County, Florida.

This is not a certified copy

EXHIBIT B
COMMON AREA

Common Area shall be owned by the Association and mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Members including, but not limited to, all of the following as depicted on and dedicated to the Association pursuant to the Southampton 2 Replat recorded in Plat Book 115 at Pages 93-97, of the Public Records of Palm Beach County, Florida:

Tract R the Roadway Tract, for roadway ingress, egress, drainage, utilities, landscaping and related purposes;

Tracts W-1, W-2 and W-3 for open space and recreational purposes;

Tracts M-1, M-2 and M-3 for open space and drainage purposes;

Tract F for open space and recreational purposes;

Tracts B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13, B-14, B-15 and B-16 for landscaping, drainage, utility easement and open space purposes;

Tracts P-1, P-2, P-3, P-4 and P-5 for conservation purposes;

ALL AS MORE SPECIFICALLY SET FORTH IN SAID REPLAT.

EXHIBIT C
RESTATED ARTICLES OF INCORPORATION

OF

◦SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC.

This is not a certified copy

RESTATED ARTICLES OF INCORPORATION
OF
SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION
NOT-FOR-PROFIT

RESTATEMENT CERTIFICATE

The undersigned, President of the Southampton Property Owners Association, Inc., ("Association") does hereby certify as follows:

A. Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of the Association are hereby restated in their entirety, as hereinafter set forth.

B. This Restated Articles of Incorporation have been unanimously approved by the Board of Directors by Resolution adopted on the 10th day of September, 2012.

C. The sole Member of the Association, Hovsite Southampton, LLC has approved this Restated Articles of Incorporation and has joined in the execution hereof.

D. These Restated Articles of Incorporation shall supersede the Articles of Incorporation filed September 19, 2005, Document No. N05000009685.

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

PREAMBLE

HOVSITE SOUTHAMPTON, LLC, a Delaware Limited Liability Company ("DECLARANT") owns certain property in Palm Beach County, Florida, (the "PROPERTY"), and has executed the Restated Declaration of Covenants, Restrictions and Easements of SOUTHAMPTON (the "DECLARATION"), which will affect the PROPERTY. This Association is formed as the Association to administer the DECLARATION and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION is recorded in the Public Records of Palm Beach, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these Articles of Incorporation, and to the By-Laws of the Association.

ARTICLE I – NAME

The name of the corporation is SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II – PURPOSE

The purpose for which the ASSOCIATION is organized are as follows:

- A. To operate as a corporation not-for-profit pursuant to Chapter 617 and Chapter 720 of the Florida Statutes;
- B. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION; and
- C. To promote the health, safety, welfare, comfort and social and economic benefit for the members of the ASSOCIATION.

ARTICLE III – POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

- 1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth in F.S. 617.0302.
- 2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including but not limited to the following:
 - (a) To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and to replace real and personal property.
 - (b) To make and collect ASSESSMENTS against OWNERS of LOTS containing residences to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties;
 - (c) To enforce the provisions of the DECLARATION, these ARTICLES, and the BY-LAWS;
 - (d) To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, and other property under the jurisdiction of the ASSOCIATION;

- (e) To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes;
- (f) To borrow money for the purpose of carrying out the powers and duties of the ASSOCIATION;
- (g) To exercise control over exterior alterations, additions, improvements or changes in accordance with the terms of the DECLARATION;
- (h) To obtain insurance as provided by the DECLARATION;
- (i) To employ personnel necessary to perform the obligations, service and duties required of or to be performed by the ASSOCIATION and for the proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.
- (j) To sue and be sued
- (k) To contract for services.
- (l) To operate and maintain Common Area, including the Surface Water Management System (SWM) permitted in the SFWMD permit.

ARTICLE IV - MEMBERS AND QUORUM

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or the interest in, a LOT whether by conveyance devise, judicial desires, foreclosure or otherwise, and upon the recordation among the public records in the country in which the PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall there upon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

- (b) The share of each member in the funds and assets of the ASSOCIATION,

and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

(c) The Association shall have two classes of voting membership: Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised pursuant to the provisions of paragraph 4 below, but in no event shall more than one vote be cast with respect to any Lot. The Class B Member shall be the Declarant and shall be entitled to one thousand (1,000) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) 3 months following the closing of 90% of the Lots that will ultimately be operated by the Association to Members, or

(b) Such earlier date as Declarant may determine.

(d) When more than one (1) person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons or with respect to each Lot owned by more than one person, the Owner(s) shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner(s). In the absence of such designation, the Owner(s) shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless, prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

(e) The BY-LAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provisions for special meetings.

(f) The presence at any meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action.

ARTICLE V – TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI –DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3), nor more than five (5) members, and which shall always be an odd number. The Board shall determine the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION as long as the DECLARANT is in control of the Association.
2. ALL of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BY-LAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.
3. The DECLARANT shall have the right to appoint all of the Directors so long as the DECLARANT retains control of the Association pursuant to Section 2.3 and 2.6 of the DECLARATION, and thereafter, the DECLARANT shall have the right to appoint at least one (1) Director so long as the DECLARANT owns at least Five (5%) of the LOTS. The DECLARANT may waive its right to elect one or more Directors by written notice to the ASSOCIATION, and, thereafter, such directors shall be elected by the members. When the DECLARANT no longer owns any LOT within the PROPERTY, all of the Directors shall be elected by the members in the manner provided in the BY-LAWS.
4. Within ninety (90) days after the members other than the DECLARANT are entitled to elect Directors, the ASSOCIATION shall call, and give not less than thirty (30) days or more than forty (40) days notice of a meeting of members to elect the Directors which the members are then entitled to elect. The meeting may be called and the notice given by any OWNER if the ASSOCIATION fails to do so. Thereafter, the Directors which the members are entitled to elect shall be elected at the annual meeting of the members.
5. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BY-LAWS. However, any director appointed by the DECLARANT may only be removed by the DECLARANT, and any vacancy on the BOARD shall be appointed by the DECLARANT if, at the time such vacancy is to be filled, the DECLARANT is entitled to appoint the Directors.

6. The names and addresses of the Directors, who shall hold office until their successors are appointed or elected, are as follows:

Derek Fenech
Stephen B. Liller
Ed Stackhouse

All located at: 902 Clint Moore Rd,
Suite 110
Boca Raton, FL 33487

ARTICLE VIII – OFFICERS

The officers of the ASSOCIATION shall be president, vice-president, secretary, treasurer and such other officers as the BOARD may from time to time resolution create. The officers shall serve at the pleasure of the BOARD, and the BY-LAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officer. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President:	Derek Fenech
Vice President	Ed Stackhouse
Secretary/Treasurer:	Steve B. Liller

All located at: 902 Clint Moore Rd
Suite 110
Boca Raton, FL 33487

ARTICLE IX – INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, administrative or investigative (other than at action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not apposed to, the best interest of the ASSOCIATION, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful, except, that no indemnification shall be made in respect to any claim, issue or matter as to which such persona shall have been adjudged to be liable for gross

negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, though despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION, and with respect to any original action or proceeding, that he has no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3 Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above.

Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were no parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of the disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

ARTICLE X – MINUTES

The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

ARTICLE XI – ACTION WITHOUT A MEETING

Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT pursuant to Article IV(4) hereof.

ARTICLE XII – 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 adopting 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 petition signed by Members entitled to vote at least twenty-five (25%) percent of the voting interests of the Association, and delivered to the Secretary.
2. **Call for Meeting.** Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or upon presentation of a petition as hereinabove provided, 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) nor 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 last 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 Members entitled to vote at least seventy-five percent (75%) of the voting interests of the Association.

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 subsections 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 with the office of the Secretary of State, State of Florida, for approval and will be effective upon such filing.

Notwithstanding the foregoing provisions of this Article XI so long as the Declarant holds Parcels for sale in the ordinary course of business, no amendment to these Articles may be adopted or become effective without the prior written consent of Declarant if in the sole opinion of Declarant, which shall be binding, such amendment affects the rights of Declarant or affects the Declarant's ability to sell or lease Parcels in the Project.

ARTICLE XIII – DISSOLUTION AND SURFACE WATER MANAGEMENT

In the event of the dissolution of the Association other than incident to a merger or consolidation, the assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes. Any Member may petition the local Circuit court for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties in the place and stead of said Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

In the event of termination, dissolution or final liquidation of the Association, the portions of the Common Area containing the Surface Water and Stormwater Management System and Conservation Area shall be conveyed to an appropriate agency of local government; and, if local government declines to accept the conveyance, then such portions of the Common Area shall be dedicated to a similar non-profit corporation.

The Association exists in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system if any will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.

**ARTICLE XIV - REGISTERED OFFICE ADDRESS AND NAME
OF REGISTERED AGENT**

The registered office of the ASSOCIATION shall be at 350 Camino Gardens Blvd, Suite 202, Boca Raton, Florida 33487. The registered agent of the ASSOCIATION at that address is Larry Schner.

ARTICLE XV - PRINCIPAL OFFICE AND MAILING ADDRESS

The corporation's principal office and mailing address is:

c/o A & N Management, Inc.
902 Clint Moore Road, #110
Boca Raton, FL 33487

**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 this 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. 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.

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.

WHEREFORE, the Restated Articles of Incorporation have been executed on the 10th day of Sept, 2012

SOUTHAMPTON PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Derek Fenech, President

JOINED IN BY:
HOVSITE SOUTHAMPTON, LLC, a Delaware limited
liability company, as Declarant and sole Member

By: [Signature]
Stephen B. Liller, Vice President

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10 day of September, 2012 by Derek Fenech, President of SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation.

NOTARY PUBLIC-STATE OF FLORIDA
Jeff L. Johnson
Commission #DD995595
Expires: MAY 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
print name Jeff L. Johnson

NOTARY STAMP/SEAL

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10 day of September, 2012 by Stephen B. Liller, as Vice President of HOVSITE SOUTHAMPTON, LLC, a Delaware limited liability company.

NOTARY PUBLIC-STATE OF FLORIDA
Jeff L. Johnson
Commission #DD995595
Expires: MAY 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
print name Jeff L. Johnson

NOTARY STAMP/SEAL

EXHIBIT D
RESTATED BY-LAWS

OF

SOUTHAMPTON PRPERTY OWNERS ASSOCIATION, INC.

This is not a certified copy

RESTATED BY-LAWS

OF

SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The mailing address of the corporation shall be located at c/o A & N Management, Inc., 902 Clint Moore Road, #110, Boca Raton, FL 33487, 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.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Restated Declaration of Covenants, Restrictions and Easements for Southampton, as 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.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote at least ten percent (10%) of the voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 3. 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, 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 at least fourteen (14) days prior to the meeting. 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 4. Quorum. The presence at the meeting of members entitled to cast, or of 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 F.S. 720.

Section 5. Proxies. The 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 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 6. Recording. Any Member 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 7. 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 Association. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) 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 five (5) 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. Declarant-designated members to the Board may, in the absolute discretion of Declarant, be removed and replaced with any such person or persons as determined by Declarant. 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:

a. three (3) months after 90% of the Lots that will ultimately be operated by the Association have been conveyed to Members; or

b. such earlier date as Declarant may determine.

Section 4. Declarant's Right to Elect. The 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 Lots. After the Declarant relinquishes control of the Association, the Declarant may exercise the voting interests attributable to Lots 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 for one (1) year terms, and shall serve until their successors are duly elected or appointed. Election of Directors shall be held at or in conjunction with the annual meeting.

Section 6. Removal. Directors who are elected by Members, other than Declarant, may be removed from the Board, with or without cause, by Members, other than Declarant, who are entitled to vote a majority of the voting interests of such Members of the Association. In the event of death, resignation or removal of a Director elected by Members other than Declarant, his successor shall be selected by the remaining Directors who have been elected by Members, other than Declarant, and such person selected shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association in such capacity. However, any Director may be reimbursed for his actual expenses incurred in the performance of his 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, and a Member may nominate himself at such 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 of the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At such 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 at such times, 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 then in office 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 F.S. 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 as otherwise provided in F.S. 720.303 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 or meetings held for the purpose of discussing personnel matters. Any Parcel Owner may tape record or videotape meetings of the Board of Directors. The Board of Directors may adopt reasonable rules governing the taping of meetings of the Board.

Section 5. Notice. Pursuant to F.S. 720.303, notices of all Board meetings must be posted in a conspicuous place on the Common Area at least 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 or as otherwise permitted by F.S. 720.303, 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.

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 I. 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;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association, including all powers, which may be exercised by corporations not-for-profit pursuant to Chapter 617 and Chapter 720, Florida Statutes, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

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

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

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 record of its acts and corporate affairs, as required by Chapters 617 and 720 Florida Statutes, and to present a report or reports thereof to the members at the annual meeting of the members, including a financial report;

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

(c) As more fully provided in the Declaration, to determine the amount of the various assessments against each Lot and send notice to every Owner as set forth in the Declaration;

(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 required by the Declaration, and such other insurance as deemed appropriate or necessary;

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

(g) Perform all other duties and responsibilities as provided in the Declaration, the Articles of Incorporation or these By-Laws;

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this 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 this 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 to serve.

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 the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the members and Board of Directors; shall have all the powers and duties which are usually vested in the office of the President of a corporation not-for-profit and shall see that orders and resolutions of the Board are carried out.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his 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.

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 9. Compensation. No officer shall receive compensation for any service he may render to the Association in such capacity. However, any officer may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IX

COMMITTEES

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

Pursuant to the provisions of F.S. 720.303(2), the meetings of the Architectural Control Committee, or any committee when the final decision will be made regarding expenditure of Association funds, 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 as otherwise provided in F.S. 720.303. Notice of all Committee meetings must be posted in a conspicuous place on the Common Area at least 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 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 the By-Laws of the Association 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 720.303(7). The annual financial report shall either be prepared within 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 business days after such 60 day period.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC., a Corporation Not For Profit, 2005.

ARTICLE XIII

AMENDMENTS

Section 1. 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 members entitled to vote fifty percent (50%) of the voting interests of the Association.

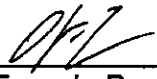
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall be determined by the Board of Directors.

IN WITNESS WHEREOF, the foregoing were adopted as the Restated By-Laws of SOUTHAMPTON PROPERTY OWNERS ASSOCIATION, INC. this 10th day of September, 2012.



Derek Fenech, President

EXHIBIT E
SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT

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Form #0943
08/95

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GENERAL CONDITIONS

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-4.001, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to

GENERAL CONDITIONS

- be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved 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 sovereign 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

GENERAL CONDITIONS

- which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
 16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
 17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
 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 5, 2017.
2. Operation of the surface water management system shall be the responsibility of PROPERTY OWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities: Through previously permitted facilities
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are

SPECIAL CONDITIONS

encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation: BASIN: Site - 18.50 feet NGVD 29.
15. Minimum road crown elevation: Basin: Site - 17.00 feet NGVD 29.

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NOTICE OF RIGHTS

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

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

Filing Instructions

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

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

Initiation of an Administrative Hearing

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

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

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

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

Mediation

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

RIGHT TO SEEK JUDICIAL REVIEW

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

Last Date For Agency Action: February 3, 2012

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Southampton
Permit No.: 50-00610-S-14
Application No.: 111108-2
Application Type: Environmental Resource (General Permit Modification)
Location: Palm Beach County, S2/T42S/R42E
Permittee : Hovsio Southampton, Llc
Operating Entity : Property Owners Association
Project Area: 36.38 acres
Project Land Use: Residential
Drainage Basin: INTRACOASTAL WATERWAY
Receiving Body: NPBCID EPB-3D Canal
Special Drainage District: Northern Palm Beach County Improvement District
Conservation Easement To District: No
Sovereign Submerged Lands: No

PROJECT PURPOSE:

This application is a request for modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve a 36.38-acre residential development known as Southampton.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located at the northeast corner of PGA Boulevard and Central Boulevard in the City of Palm Beach Gardens. The site is also located within Unit 2 of the Northern Palm Beach County Improvement District which was issued Permit No. 50-00610-S. The site has been cleared and the backbone roads and surface water management system have been constructed. There are no wetlands or other surface waters located within or affected by the proposed project.

PROJECT BACKGROUND:

This site was authorized for construction on February 12, 2006 under Application No. 050325-6 for a 245-unit townhome development. The site design has been modified to support a 192-unit townhome development under this application.

The surface water management system has been largely constructed and certified with the District's Environmental Resource Compliance Bureau.

PROPOSED PROJECT:

This application is a request for the modification of Permit No. 50-00610-S for the construction and operation of a surface water management system to serve a 36.38-acre residential development known as Southampton. The surface water management system will consist of inlets, culverts and swales which will direct runoff into three wet detention areas which will provide water quality treatment and attenuation. Discharge from the wet detention areas is to the NPBCID EPB-3D Canal through an existing, previously permitted control structure.

LAND USE:

In the table below under Previously Permitted, the "Other" category refers to 3.28-acres of Central Blvd which will no longer be routed through the Southampton surface water management system. There is also 2.13-acres of canal easement included in the "Pervious" category which have been removed from the project. Therefore, the project area has been reduced by 5.41-acres.

Construction:

Project:

	Previously Permitted	Total Project	
Building Coverage	5.14	7.02	acres
Lake	4.27	4.27	acres
Lake Bank		2.12	acres
Other	3.28		acres
Pavement	8.76	7.43	acres
Pervious	20.34	10.59	acres
Preserved		4.95	acres
Total:	41.79	36.38	

WATER QUANTITY :

Discharge Rate :

The project site lies within Basin 2-D, Parcel 31-G within the Northern Palm Beach County Improvement District. The control structure configuration and land use assumptions for this parcel were previously established in the overall master Permit No. 50-00610-S.

The proposed project is consistent with the land use and site grading assumptions from the design of the master surface water management system. The project proposed discharge for the 25-year 3-day design event is consistent with the assumptions made in the master permit.

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.

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Site	17.72	18.5	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.

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Site	15.55	17

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Site	36.38	13	13.00	Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
Site	Existing	NPBCID EPB3D Canal

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

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
Site	Existing	1	Circular Orifice				.25'		13

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
Site	Existing	1	Sharp Crested	.25'				14 (crest)

WATER QUALITY :

The required water quality treatment (1" over the entire site) will be provided in 3 wet detention areas prior to discharge into the NPBCID EPB-3D Canal.

Basin Site	Treatment Method		Vol Req'd (ac-ft)	Vol Prov'd
	Treatment	Wet Detention	3.03	3.03

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

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

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

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

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

RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that irrigation will be provided by the Seacoast Utility Authority reclaimed water system. Dewatering activities qualify for a no-notice permit authorization and have been verified by the District's Water Use Bureau.

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.

CERP:

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

Potable Water Supplier:

Seacoast Utility Authority

Waste Water System/Supplier:

Seacoast Utility Authority

Right-Of-Way Permit Status:

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

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources in the project area or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

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

Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

03/05/2012 9:51 0000

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:


Anita R. Bain

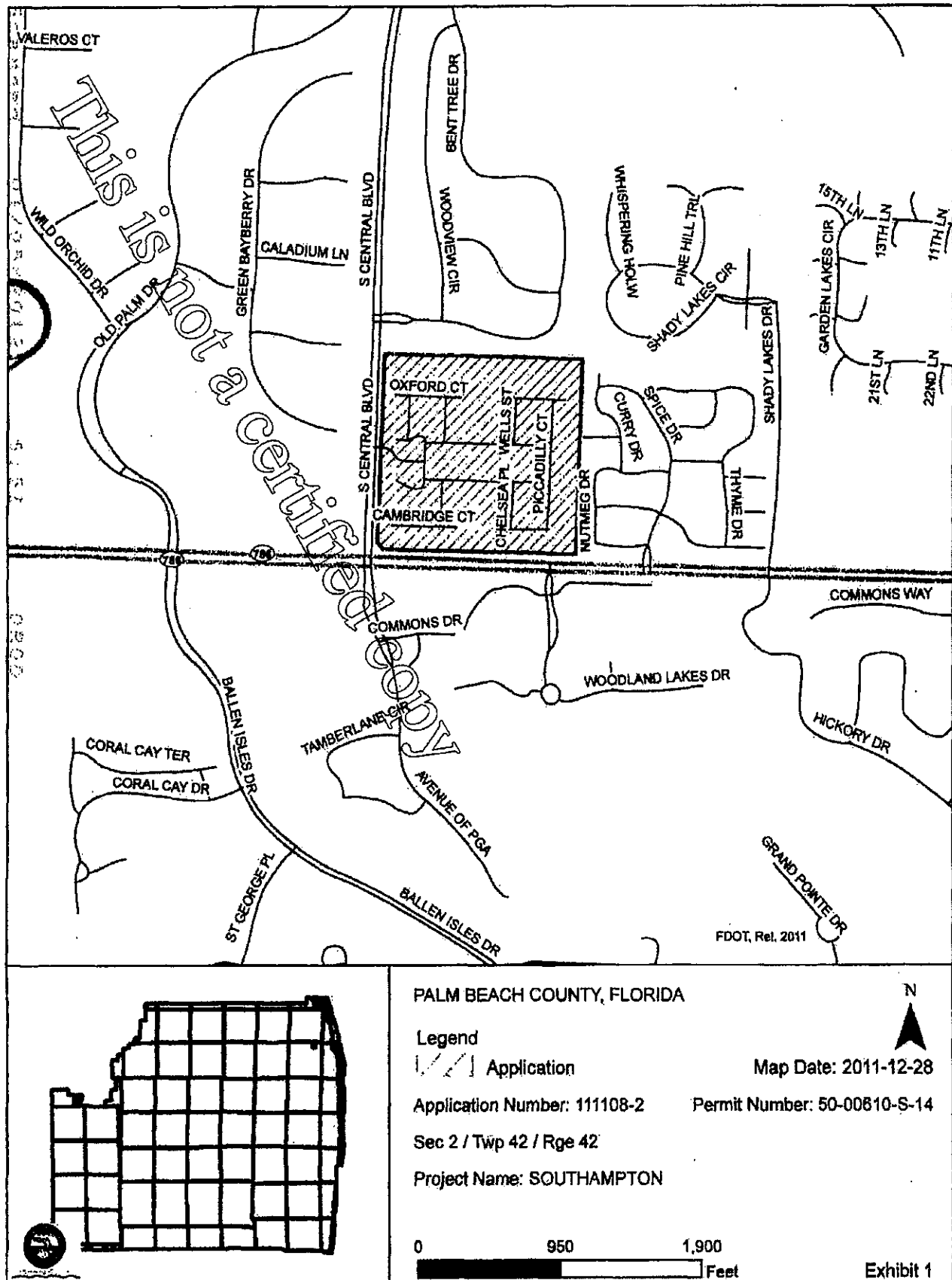
DATE: 1/4/11

SURFACE WATER MANAGEMENT:


Carlos A. de Rojas, P.E.

DATE: 1/3/12

Certified copy

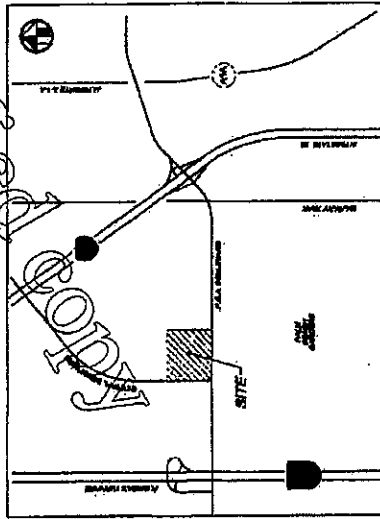


This is not a Certified Copy

**SITE ENGINEERING PLANS
FOR**

Southampton

Palm Beach Gardens, Florida



LOCATION MAP
0.25, 0.50, 1.00 MILES

LEGAL DESCRIPTION

ALL OF SOUTHAMPTON IS SUBJECT TO PALM BEACH AIRPORT IN
CONTRACT NO. 100-001-001, DATED 10/1/00, BETWEEN THE
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA
AND THE PALM BEACH COUNTY AIRPORT AUTHORITY, INC.

SHEET DESCRIPTION	SHEET NO.
WATER & SEWER PLAN	1 - 4
SANITARY SEWER PROFILES	5
WATER & SEWER DETAILS	6 - 9
PAVING, GRADING & DRAINAGE PLANS	10 - 13
PAVING, GRADING & DRAINAGE DETAILS	14 - 15

PROJECT NO. 07161
October, 2011

00102-2

RECEIVED
JAN 11 2012
WFLA-TV



SCHNARS
ENGINEERING CORPORATION

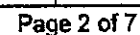
SCHNARS ENGINEERING CORPORATION

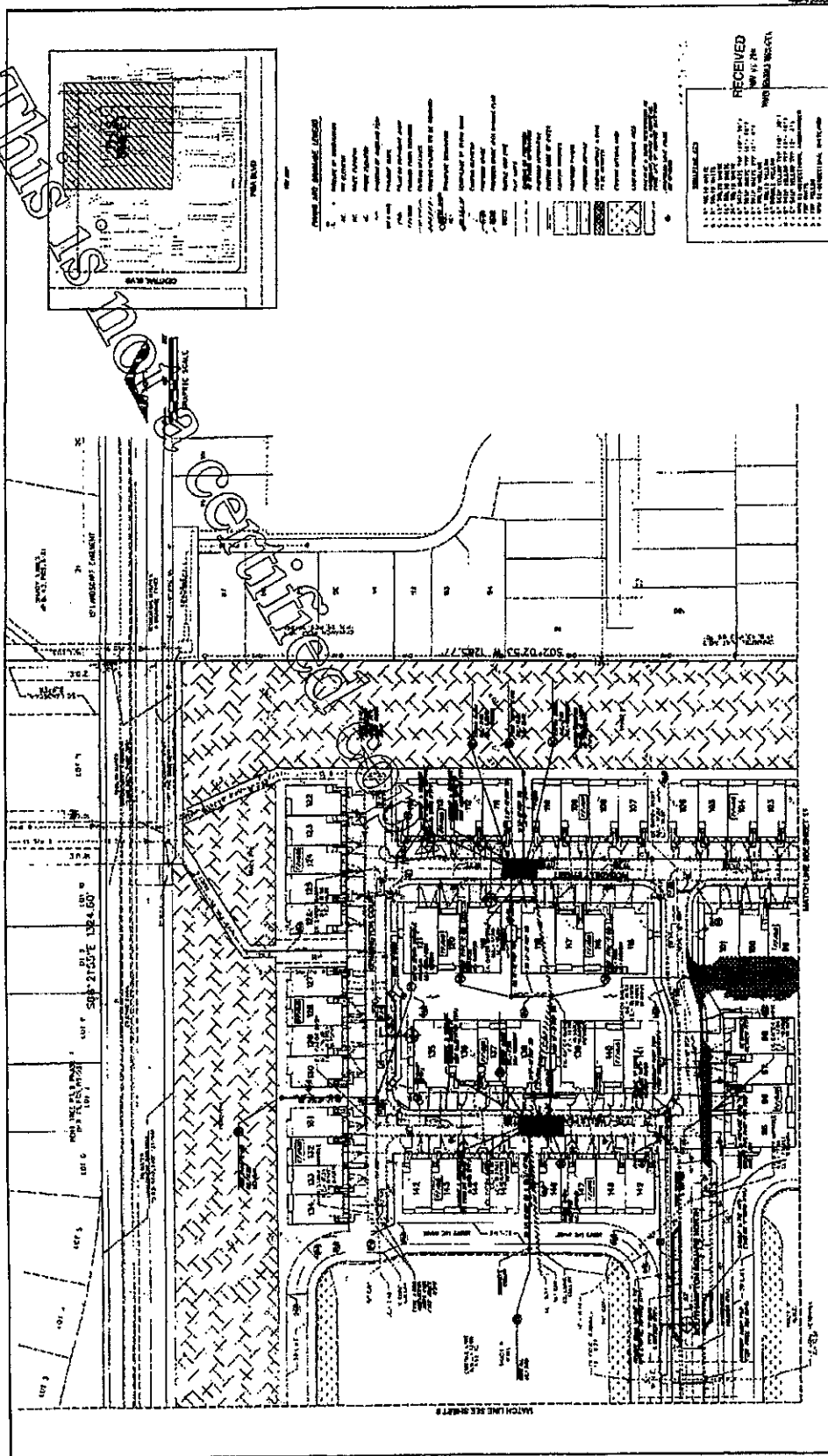
5001 CLINT MOORE ROAD • BOCA RATON, FLORIDA 33487
TEL: (561) 991-1400 • FAX: (561) 991-1402
Certificate of Authorization No. 0040

OWNER:

HOVSITE SOUTHAMPTON, LLC
c/o K. HOVNANIAN HOMES
3601 Quantum Boulevard, Suite 100
Boca Raton, Florida 33426

100



[illegible]

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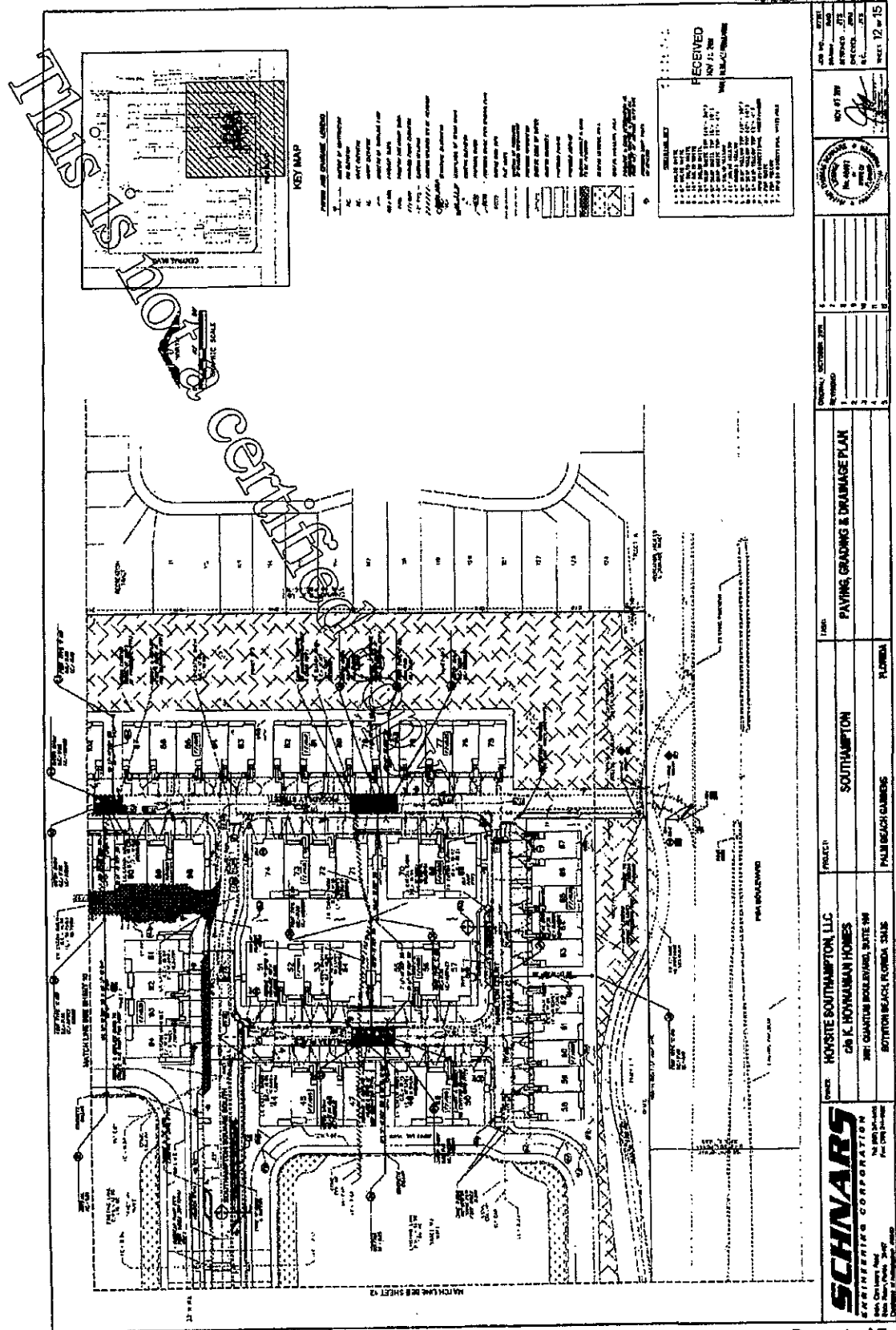


Exhibit 2

Application No. 111108-2

0000 15:1 3702/10.20 PRELIM

This is a preliminary drawing. It is not to be used for construction.

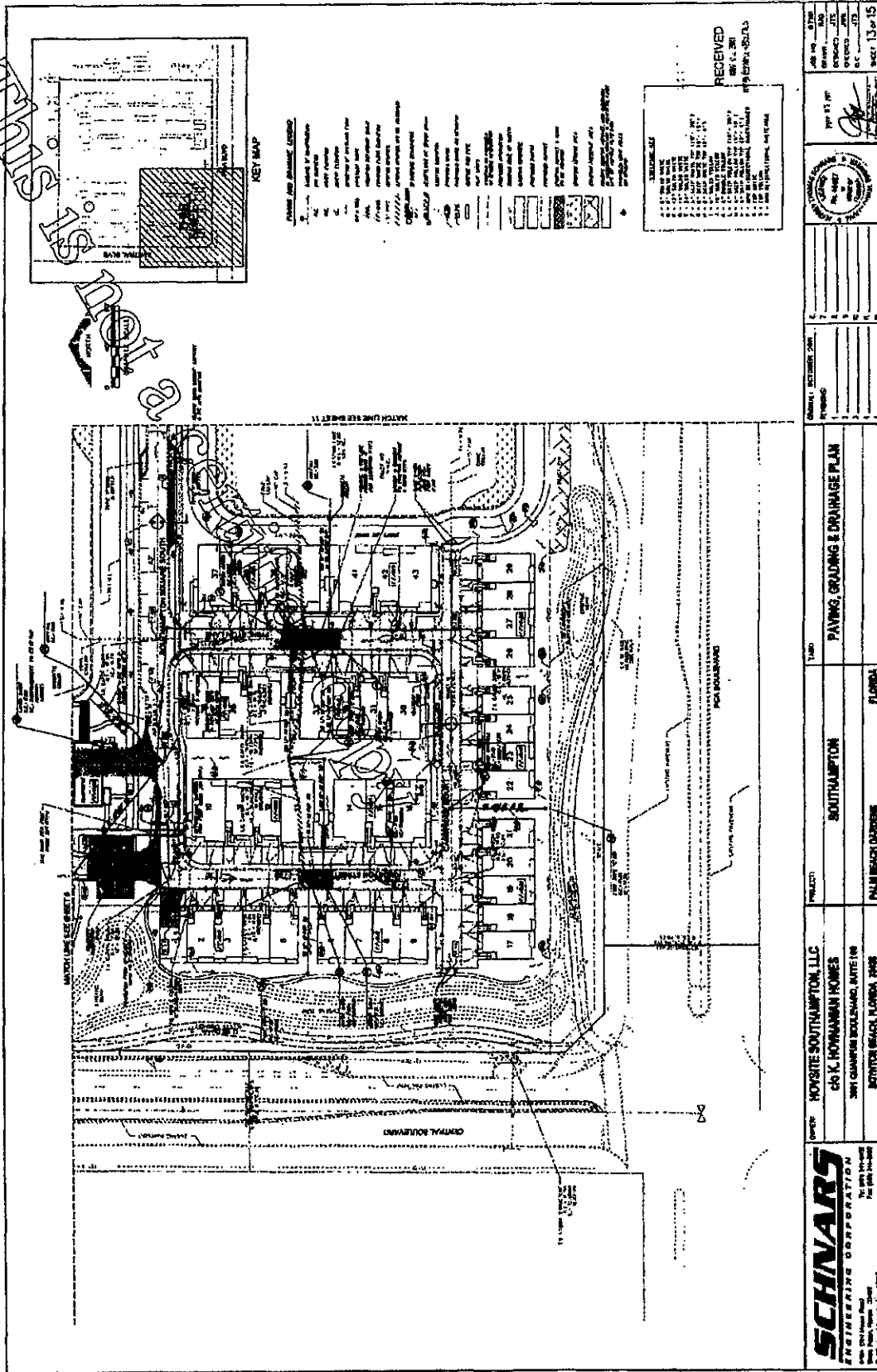


Exhibit 2

Application No. 111108-2

Page 5 of 7

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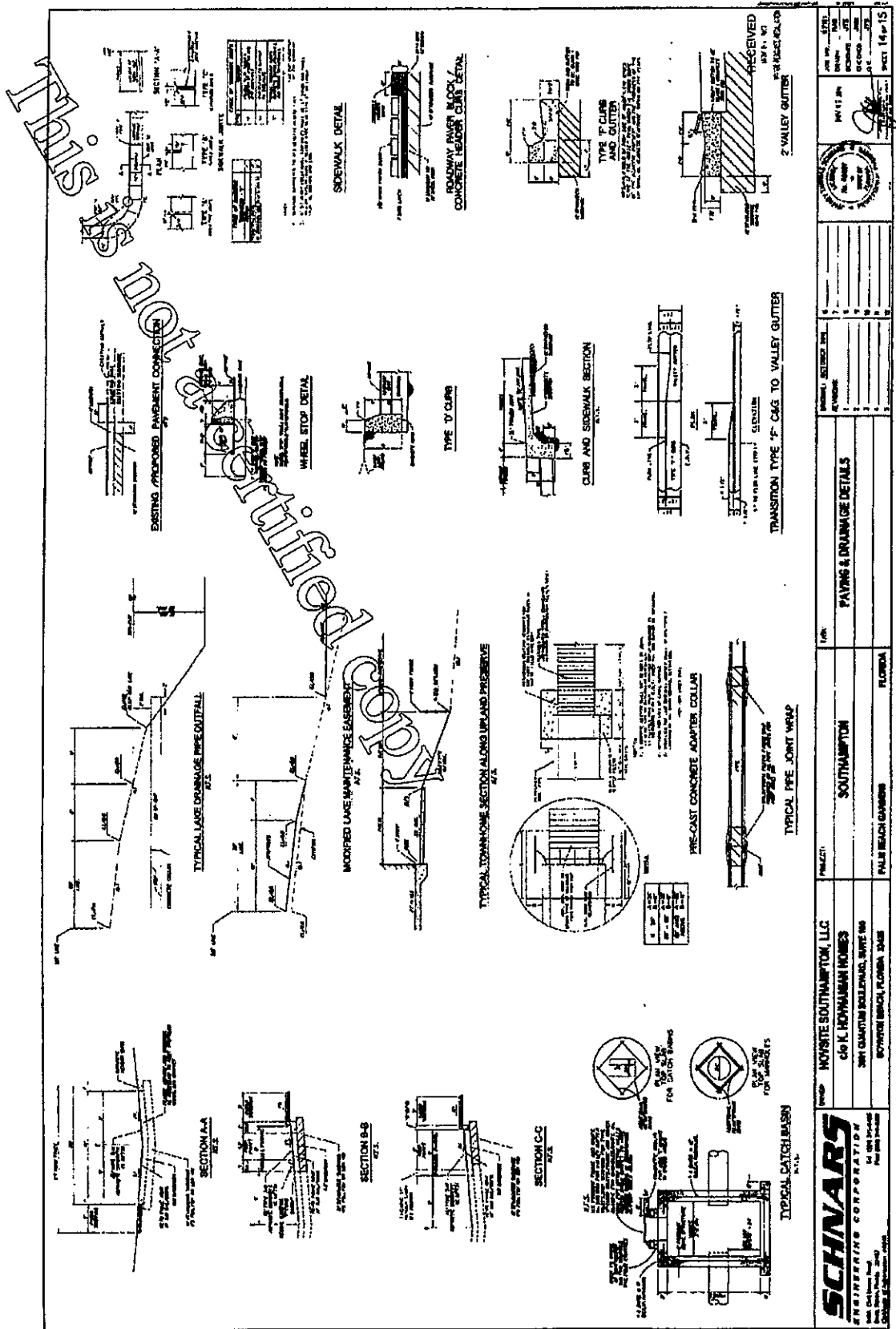
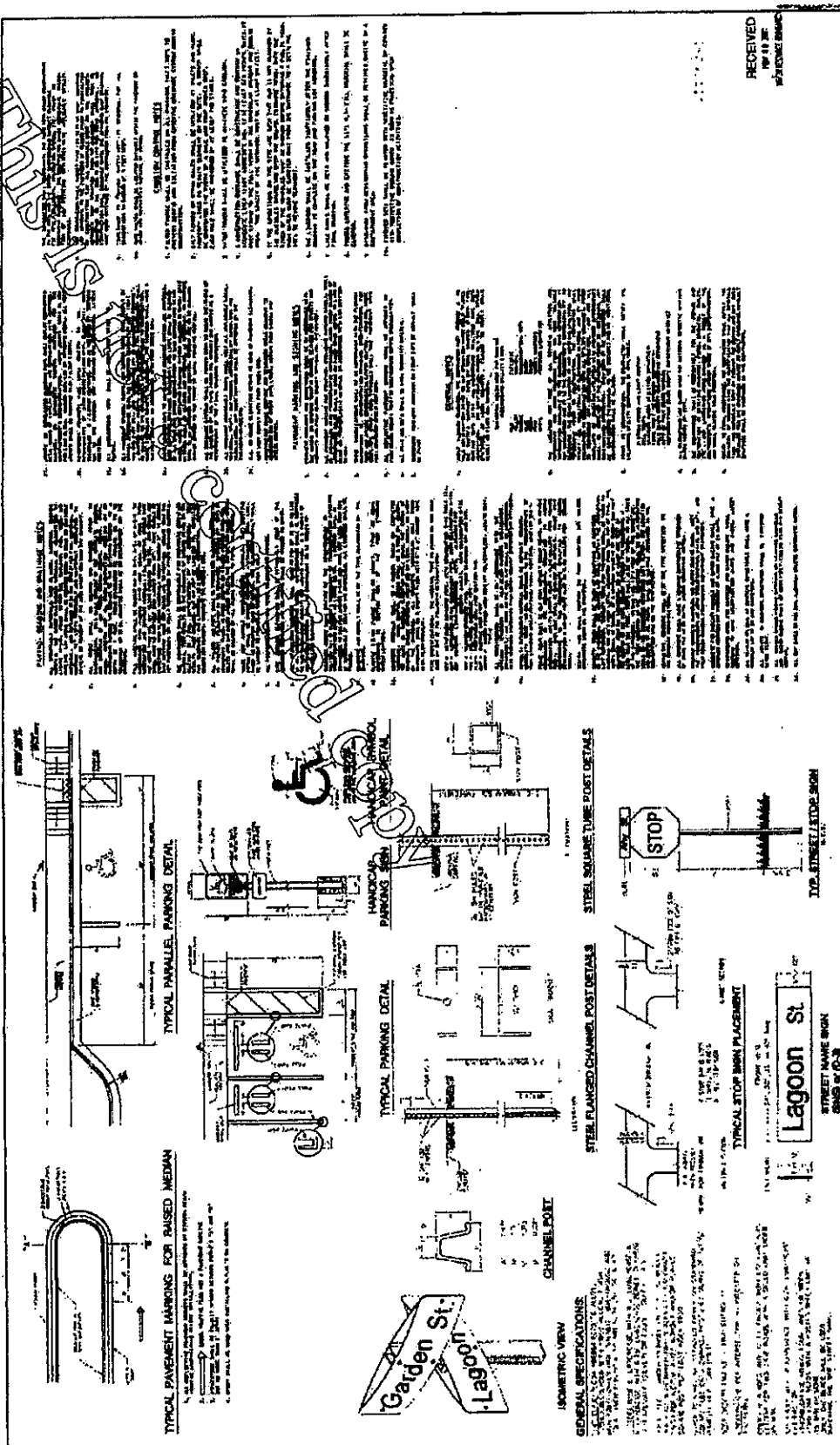


Exhibit 2

Application No. 111108-2

[illegible]

RECEIVED
MAY 10 1964

SCHNARS EXTERIOR CORPORATION 1400 2nd Ave. New York, N.Y. 10012 Tel. (212) 246-1000	PROJECT HONORE SOUTHAMPTON, LLC c/o K. KORMAN HOMES 2001 BRANTLEY BOULEVARD, SUITE 100 KENTON BRIDGE, FLORIDA, 32608	100 SOUTHAMPTON PALM BEACH GARDENS FLORIDA	PAYING & DRAINAGE DETAILS											
			1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100											
			1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100											

Exhibit 2

Application No. 111108-2

Page 7 of 7

STAFF REPORT DISTRIBUTION LIST

SOUTHAMPTON

Application No: 111108-2

Permit No: 50-00610-S-14

INTERNAL DISTRIBUTION

- X Joseph D. Santangelo
- X Trisha Stone
- X Carlos A. de Rojas, P.E.
- X Anita R. Bain
- X ERC Engineering
- X ERC Environmental
- X H. Azizi
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - Hovsle Southampton, LLC
- X Engineer Consultant - Schnars Engineering Corporation

GOVERNMENT AGENCIES

- X City of Palm Beach Gardens - City Engineer
- X Div of Recreation and Park - District 5 - FDEP
- X Northern Palm Beach County Improvement District
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Water Utilities Operations Center
- X Palm Beach County School District of Palm Beach County
- X Palm Beach County Engineer