

Project Correspondence

1724

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 5/24/99

Date Received: 5/21/99

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: PENDING APPL. CORR.

F.O.R.:

3

Project Name: LEGENDS, PHASE I

 * Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

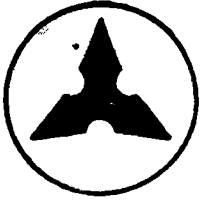
BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

VICINITY MAP

Copied and Routed By: *Ja* on 5/24/99
 MAIL ROUTED FROM: ORL PROCESSED BY: SA



FARNER BARLEY

AND ASSOCIATES, INC

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u>	DATE: <u>5/20/99</u> JOB # <u>961504.001</u>
ADDRESS: <u>VIA U.S. MAIL</u>	ATTN: <u>CHOU FANG, PH.D., P.E.</u>
<u>618 E. SOUTH STREET</u>	RE: <u>LEGENDS</u>
CITY/ST: <u>ORLANDO, FL 32801</u>	

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA _____ THE FOLLOWING:

<input type="checkbox"/> PLANS	<input type="checkbox"/> LETTER	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> PRINTS
<input type="checkbox"/> SPECIFICATIONS	<input type="checkbox"/> DRAWINGS	<input type="checkbox"/> REPORT	<input type="checkbox"/> CHANGE ORDER
<input type="checkbox"/> MAPS/PHOTOS	<input type="checkbox"/> BIDS	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> PERMIT APPLICATION
<input checked="" type="checkbox"/> OTHER _____			

NO.	COPIES	DATE	DESCRIPTION
1	1		VICINITY MAP

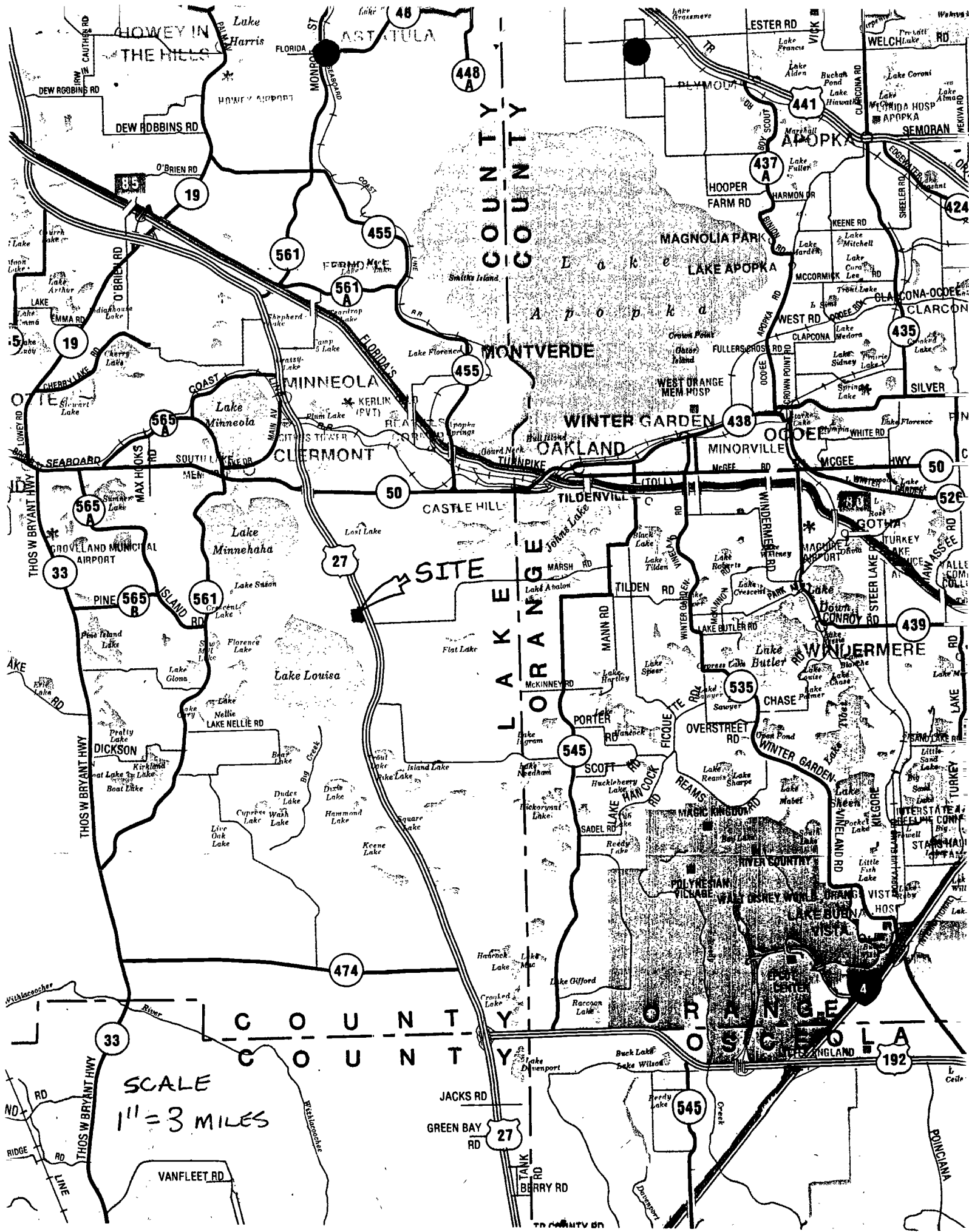
RECEIVED
MAY 21 1999
4-069-0357AM-EP
FBS
ORLANDO
SJR WMD

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

<input type="checkbox"/> AS REQUESTED	<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> FOR REVIEW AND COMMENT
<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> PER DISCUSSION	<input type="checkbox"/> RETURNED AFTER LOAN
<input type="checkbox"/> OTHER _____		

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

CC: FILE SIGNED: Karl Krichbaum
KARL KRICHBAUM



RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 3/29/99

Date Received: 3/29/99

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI RESPONSE

F.O.R.:

Project Name: LEGENDS, PHASE I

* Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

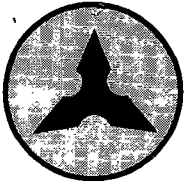
BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

DECLARATION OF RESTRICTIONS AND COVENANTS

Copied and Routed By: sa on 3/30/99
MAIL ROUTED FROM: ORL PROCESSED BY: SA



**FARNER
BARLEY**
AND ASSOCIATES, INC.

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

VIA FEDERAL EXPRESS
March 26, 1999

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
618 E. South Street
Orlando, FL 32801

RE: LEGENDS, PHASE I (FBA #961504.001)
APPLICATION NUMBER 4-069-0357AM-ERP
(FORMERLY APPLICATION NUMBER 40-069-0327A-ERP)

RECEIVED
MAR 29 1999
4-069-0357AM
PDS
ORLANDO
SJR WMD
[Signature]

Dear Mr. Fang:

The following information is in response to your letter dated March 4, 1999:

1. **The Declaration of Restrictions and Covenants for Legends Golf and Country Club Community does not provide reasonable assurance that all components of the system will be maintained. Please refer to the attached sample language for the following information requested.**
 - a. **Please include the following paragraphs, or language with equivalent effect, into the document: Covenant for Maintenance Assessments for Association, Easement for Access and Drainage, Amendment, and Enforcement.**
 - b. **In paragraph 10.7.1 Duty to Maintain, "The Association acknowledges that the Surface Water Management System within the Common Areas is owned by the Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System." However, in Definitions, Common Areas excludes "any portion of a Home or the Club" where Club is defined as "Legends Golf and Country Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants." As such, the duties of the Association excludes maintenance of the surface water management system within the golf course. Additionally, the legal description of the Legends Community shown in Exhibit 1 includes the entire Legends development. It is unclear how the operation and maintenance responsibility will be shared and divided between the Association and the Club.**

The Club needs to provide financial assurance that it is capable of operating and maintaining the system. In addition, the club must provide a surface water management system easement to the Association to provide for the conveyance, storage and treatment of the surface water of all the phases of the residential project. In addition, the easement must be provided so that the Association can access the property for operation, maintenance and repair purposes in case the Club does not do the work. Both the Club and the Association must have the authority and responsibility to operate and maintain the system for the entire project. The Club and the

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Page Two
March 26, 1999

Association need cross easements. Please submit Exhibit 4 Club Covenants, revised Exhibit 1 if necessary, and revised Association documents that meet the requirements outlined above. Please contacted District General Counsel, Tony Cotter at (904) 329-4108, directly for any question and review on the required operation and maintenance entity documentation.

[40C-4.301(1)(j), 40C-42.027(2)(a)(b), 1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]

Enclosed please find revised Home Owner Association documents from Lennar Homes, Inc.

- 2. The Articles of Incorporation of Legends Country Club Community Association, Inc. lacks the first sentence of the Existence and Duration paragraph in the sample language. Please revise the Articles to include it or language of equivalent effect. Submit revised draft Articles. [40C-4.301(1)(j), 40C-42.027(2)(a)(b), 1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]**

Enclosed please find revised Home Owner Association documents from Lennar Homes, Inc.

Should you have any questions, please feel free to contact our office.

Sincerely,
FARNER, BARLEY & ASSOCIATES, INC.


Duane K. Booth, P.E.

DKB:am

C:\WP60\KINGSRID\LEGENDS\PHASE.1\STJOHNS\GENERAL\RAI3.LTR

RESOURCE MANAGEMENT ROUTING SHEET

P

Application Number: 4-069-0357AM-ERP

Date : 3/ 9/99

Date Received: 3/ 4/99

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI LETTER

F.O.R.:

Project Name: LEGENDS, PHASE I

* Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

Copied and Routed By: CD on 3-9-9
MAIL ROUTED FROM: ORL PROCESSED BY: CD

4-009-0357AM-ERP

C. Fang

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

Legends P

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mr. Duane K. Booth, P.E.
350 North Sinclair Avenue
Tavares, FL 32718

4a. Article Number

Z 597 593 882

4b. Service Type

- Registered Certified
- Express Mail Insured
- Return Receipt for Merchandise COD

7. Date of Delivery

5. Received By: (Print Name)

dejos

8. Addressee's Address (Only if requested and fees paid)

6. Signature: (Addressee or Agent)

xc-dejos

MAR 09 1999

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt
ORLANDO

Thank you for using Return Receipt Service.

Z 597 593 882

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

PS Form 3800, April 1995
4-009-0357AM-ERP

Sent to	Mr. Duane K. Booth, P.E.
Street Number	350 N. Sinclair Ave.
Post Office, State, & ZIP Code	Tavares, FL 32718
Postage	
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date	





Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429
TELEPHONE 904-329-4500 SUNCOM 804-880-4500
TDD 904-329-4450 TDD SUNCOM 860-4450
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508
(Planning and Acquisition) 329-4848

March 4, 1999

SERVICE CENTERS			
619 E. South Street Orlando, Florida 32801 407-897-4300 TDD 407-897-5060	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730-6270 TDD 904-448-7900	PERMITTING: 305 East Drive Melbourne, Florida 32904 407-984-4940 TDD 407-722-5368	OPERATIONS: 2133 N. Wickham Road Melbourne, Florida 32935-8109 407-752-3100 TDD 407-752-3102

Certified Mail Number Z 597 593 882

Mr. Duane K. Booth, P.E.
Farner, Barley & Associates, Inc.
350 North Sinclair Avenue
Tavares, FL 32778

ENTERED
3/8/99

Re: Legends, Phase I
Application Number 4-069-0357AM-ERP
(Please reference the above number on any submittal)
(Formerly Application Number 40-069-0327A-ERP)

Dear Mr. Booth:

The staff has reviewed your response to the District's request for additional information received February 11, 1999. Unfortunately the following technical information is lacking to sufficiently review the possible impacts the project may have on the surrounding area. This information is again being requested pursuant to the authority vested in the St. Johns River Water Management District under subsection 373.413(2), Florida Statutes, and sections 40C-4.101 and 40C-4.301, Florida Administrative Code.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit five (5) copies of all requested information unless otherwise indicated by a specific information request.

1. The Declaration of Restrictions and Covenants for Legends Golf and Country Club Community does not provide reasonable assurance that all components of the system will be maintained. Please refer to the attached sample language for the following information requested.
 - a. Please include the following paragraphs, or language with equivalent effect, into the document: Covenant for Maintenance Assessments for Association, Easement for Access and Drainage, Amendment, and Enforcement.
 - b. In paragraph 10.7.1. Duty to Maintain, "The Association acknowledges that the Surface Water Management System within the Common Areas is owned by the Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System." However, in Definitions, Common Areas excludes "any portion of a Home or the Club" where Club is defined as "Legends Golf and Country Club, including the land

Dan Roach, CHAIRMAN FERNANDINA BEACH	Kathy Chinoy, VICE CHAIRMAN PONTE VEDRA	James T. Swann, TREASURER COCOA	Otis Mason, SECRETARY ST AUGUSTINE
William M. Segal MAITLAND	Griffin A. Greene VERO BEACH	James H. Williams OCALA	Patricia T. Harden SANFORD
			Reid Hughes DAYTONA BEACH

and club facilities provided for the Owners pursuant to the provisions of Club Covenants.” As such, the duties of the Association excludes maintenance of the surface water management system within the golf course. Additionally, the legal description of the Legends Community shown in Exhibit 1 includes the entire Legends development. It is unclear how the operation and maintenance responsibility will be shared and divided between the Association and the Club.

The Club needs to provide financial assurance that it is capable of operating and maintaining the system. In addition, the club must provide a surface water management system easement to the Association to provide for the conveyance, storage and treatment of the surface water of all the phases of the residential project. In addition, the easement must be provided so that the Association can access the property for operation, maintenance and repair purposes in case the Club does not do the work. Both the Club and the Association must have the authority and responsibility to operate and maintain the system for the entire project. The Club and the Association need cross easements. Please submit Exhibit 4 Club Covenants, revised Exhibit 1 if necessary, and revised Association documents that meet the requirements outlined above. Please contact District General Counsel, Tony Cotter at (904) 329-4108, directly for any question and review on the required operation and maintenance entity documentation.

[40C-4.301(1)(j), 40C-42.027(2)(a)(b),1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]

2. The Articles of Incorporation of Legends Country Club Community Association, Inc. lacks the first sentence of the Existence and Duration paragraph in the sample language. Please revise the Articles to include it or language of equivalent effect. Submit revised draft Articles. [40C-4.301(1)(j), 40C-42.027(2)(a)(b),1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]

If the applicant wishes to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may pursuant to section 373.4141, Florida Statutes, request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District’s decision regarding issuance or denial of the application, the applicant may request a section 120.569, Florida Statutes, hearing pursuant to Chapter 28-106 and section 40C-1.1007, F.A.C.

Please be advised, pursuant to subsection 40C-1.1008, F.A.C., the applicant shall have 90 days from receipt of a request for additional information regarding a permit or license application undergoing review by the District to submit that information to the District. If an applicant requires more than 90 days in which to complete an application, the applicant may notify the District in writing of the circumstances and for good cause shown, the application shall be held in active status for additional periods commensurate with the good cause shown. Any application which has not been completed by the applicant within the given time period following a request for additional information by the District shall be recommended for denial at

Mr. Duane K. Booth, P.E.

March 4, 1999

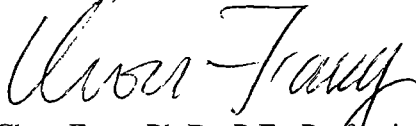
Page 3

the next regularly scheduled Board meeting. Denial of an application due to failure to submit requested additional information shall be a denial without prejudice to the applicant's right to file a new application.

In addition, no construction shall begin on the proposed project until a permit is issued by the St. Johns River Water Management District. This is pursuant to subsection 40C-4.041(1), F.A.C., which states in relevant part, "unless expressly exempt, an individual or general environmental resource permit must be obtained from the District under Chapters 40C-4, 40C-40, 40C-42, 40C-44 or 40C-400, F.A.C., prior to the construction, alteration, operation, maintenance, removal or abandonment of any dam, impoundment, reservoir, appurtenant work or works...."

If you have any questions, please do not hesitate to call me at 407/897-4332.

Sincerely,



Chou Fang, Ph.D., P.E., Professional Engineer
Department of Resource Management

CF:sj

cc: PDS-RAIL; Elizabeth Thomas, Joan B. Budzynski, Tony Cotter

Mrs. Keene M. Gerber
13100 W. Colonial Drive
Winter Garden, FL 34777-0338

Mr. Robert Ahrens
Lennar Homes, Inc.
7600 Nob Hill Road
Tamarac, FL 33321

Ms. Patricia Kimball Fletcher, Esq.
Mr. Zack Kosnitzky, P.A.
100 S.E. Second Street, Suite 2800
Miami, FL 33131

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 2/11/99

Date Received: 2/11/99

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI RESPONSE

F.O.R.:

Project Name: LEGENDS, PHASE I

 * Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

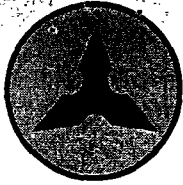
BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

REVISED PLANS, REVISED APP, DRAFT CONSERVATION EASEMENTS

Copied and Routed By: AB on 2/11/99
MAIL ROUTED FROM: ORL PROCESSED BY: SA



FARNER BARLEY

AND ASSOCIATES, INC.

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

VIA FEDERAL EXPRESS
February 9, 1999

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
618 E. South Street
Orlando, FL 32801

RECEIVED

FEB 11 1999

4-069-0357AM-ERP
PDS
ORLANDO
SJR WMD

RE: LEGENDS, PHASE I (FBA #961504.001)
APPLICATION NUMBER 4-069-0357AM-ERP
(FORMERLY APPLICATION NUMBER 40-069-0327A-ERP)

Dear Mr. Fang:

The following information is in response to your letter dated December 23, 1998:

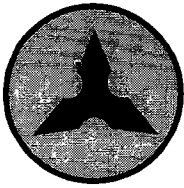
1. The response you submitted on November 25, 1998, you stated that the project area is less than 100 acres. However, you have not revised the permit application and provided any revise plans to validate your statement. Be aware that pursuant to condition no. 28 of permit #4-069-0357-ERP, this application may be a Standard General Environmental Resources Permit, when each phase is consistent with the permit, and when the thresholds for an Individual Environmental Resource Permit are not tripped. If consistency is not demonstrated or Individual Environmental Resource Permit thresholds are tripped, the permittee must obtain a modification to the permit. Please provide the following information:
 - a. Please revise page 2 section A of the application form, showing consistent project acreage with the revised construction plans. Submit revised application form.

See attached revised Page 2 Section A of the application form.

- b. Please revise the construction plans showing the proposed project boundary. Delete any reference to activities not proposed in this application. Demonstrate that the proposed project is consistent with the phase boundaries and basin boundaries in permit #4-069-0357-ERP. The revised plans are subject to a full review. Submit revised plans.

Enclosed please find five (5) sets of revised construction plans.

[40C-4.301(1)]



FARNER BARLEY

AND ASSOCIATES, INC.

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

VIA FEDERAL EXPRESS

February 9, 1999

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
618 E. South Street
Orlando, FL 32801

RE: LEGENDS, PHASE I (FBA #961504.001)
APPLICATION NUMBER 4-069-0357AM-ERP
(FORMERLY APPLICATION NUMBER 40-069-0327A-ERP)

RECEIVED
FEB 11 1999
4-069-0357AM-ERP
PDS
ORLANDO
SJR WMD

Dear Mr. Fang:

The following information is in response to your letter dated December 23, 1998:

1. **The response you submitted on November 25, 1998, you stated that the project area is less than 100 acres. However, you have not revised the permit application and provided any revise plans to validate your statement. Be aware that pursuant to condition no. 28 of permit #4-069-0357-ERP, this application may be a Standard General Environmental Resources Permit, when each phase is consistent with the permit, and when the thresholds for an Individual Environmental Resource Permit are not tripped. If consistency is not demonstrated or Individual Environmental Resource Permit thresholds are tripped, the permittee must obtain a modification to the permit. Please provide the following information:**

a. **Please revise page 2 section A of the application form, showing consistent project acreage with the revised construction plans. Submit revised application form.**

See attached revised Page 2 Section A of the application form.

b. **Please revise the construction plans showing the proposed project boundary. Delete any reference to activities not proposed in this application. Demonstrate that the proposed project is consistent with the phase boundaries and basin boundaries in permit #4-069-0357-ERP. The revised plans are subject to a full review. Submit revised plans.**

Enclosed please find five (5) sets of revised construction plans.

[40C-4.301(1)]

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Page Two
February 9, 1999

2. **The revised page 4 section A of the application form has been executed by the applicant. However, the owner should also sign page 4. Please submit a fully executed page 4 of section A by the owner and the applicant. [373.413(2)(h), F.S.]**

On September 14, 1998, we submitted to you an executed Page 4 Section A and C by Keene M. Gerber (copy attached). As requested in your letter dated October 15, 1998, we submitted to you an executed Page 4 Section A by Robert Ahrens (copy attached). These items have already been provided to you. Please attach both signature pages to the submittal.

Two questions requesting additional information in the previous RAI letter dated October 15, 1998 have not been answered satisfactorily. These questions are repeated here for your information. Please respond accordingly.

3. **Since the entity to receive the permit is not the owner, please provide documentation of sufficient legal authorization for the applicant to obtain this permit and to perform the work (e.g., lease, option to purchase, etc.). [373.413(2)(h), 40C-42.025(6), F.A.C.]**

Enclosed please find sufficient legal authorization from Rob Ahrens with Lennar Homes, Inc.-Tamarac.

4. **Please verify who will be responsible for the operation and maintenance of the proposed surface water management system. Please note that the project owner or developer is not typically an acceptable operation and maintenance entity for projects that will be subdivided. Please submit draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds which establish the Association, enumerate its duties affirmatively assign authority and responsibility for the operation or maintenance of the stormwater management system and provide a method for sufficient assessment to cover costs of maintaining and operating the permitted system. Include or incorporate the enclosed recommended language, or language with equivalent effect, for draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds in the appropriate places. The documents will be reviewed by the District's staff and you will be notified if additional information is required. [40C-4.301(1)(j), 40C-42.027(2)(a)(b), 1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]**

Enclosed please find the draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds from John Debitto with Lennar Homes, Inc.-Clermont.

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Page Three
February 9, 1999

Should you have any questions, please feel free to contact our office.

Sincerely,
FARNER, BARLEY & ASSOCIATES, INC.



Duane K. Booth, P.E.

DKB:am

RECEIVED
FEB 11 1999
4-069-0357AM-ERP
PDS
ORLANDO
SJR WMD

OWNER(S) OF LAND	ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)
NAME KEENE M. GERBER	NAME ROBERT AHRENS
ADDRESS 13100 W. COLONIAL DRIVE	ADDRESS 1110 DOUGLAS AVENUE, SUITE 2040
CITY, STATE, ZIP WINTER GARDEN, FLORIDA 34777-0338	CITY, STATE, ZIP ALTAMONTE SPRINGS, FLORIDA 32714
COMPANY AND TITLE OWNER	COMPANY AND TITLE LENNAR HOMES, INC. - VICE PRESIDENT
TELEPHONE (407) 656-2291 FAX (352) 343-8495	TELEPHONE (407) 682-9291 FAX (407) 682-1977
AGENT AUTHORIZED TO SECURE PERMIT (IF AN AGENT IS USED)	CONSULTANT (IF DIFFERENT FROM AGENT)
NAME	NAME Duane K. Booth, P.E.
COMPANY AND TITLE	COMPANY AND TITLE Farner, Barley & Associates, Inc.
ADDRESS	ADDRESS 350 North Sinclair Avenue
CITY, STATE, ZIP	CITY, STATE, ZIP Tavares, Florida 32778
TELEPHONE () FAX ()	TELEPHONE (352) 343-8481 FAX (352) 343-8495
Name of project, including phase if applicable: <u>LEGENDS</u> Is this application for part of a multi-phase project? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Total applicant-owned area contiguous to the project <u>403</u> ac Total project area for which a permit is sought <u>47.71</u> ac Impervious area for which a permit is sought <u>21.03</u> ac What is the total area (metric equivalent for federally funded projects) of work in, on or over wetlands or other surface waters: <u>0</u> acres <u> </u> square feet <u> </u> hectares <u> </u> square meters If a docking facility, the number of proposed new slips <u>0</u> . Project location (use additional sheets, if needed) County(ies) <u>Lake</u> Section(s) <u>8 & 9</u> Township(s) <u>23S</u> Range(s) <u>26E</u> Section(s) <u> </u> Township(s) <u> </u> Range(s) <u> </u> Land Grant name, if applicable <u>N/A</u> Tax Parcel Identification Number <u>N/A</u> Street address, road, or other location <u>U.S. HIGHWAY 27</u> City, Zip Code if applicable <u>CLERMONT, FLORIDA</u>	

FORM NUMBER 40C-4.900(1)Pg 2 of 4
REVISED 2/9/99

RECEIVED

FEB 11 1999
4-069-0357AH-ERP
PDS
ORLANDO
SJR WMD

By signing and submitting this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true complete and accurate. I understand this is an application and not a permit, and work prior to approval is a violation: I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction: I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

ROBERT AHRENS

Typed/Printed Name of Applicant (If no Agent is used) or Agent (If one is so authorized below)

Signature of Applicant/Agent

Date

Robert Ahrens 1/27/98

VICE PRESIDENT

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF, THE APPLICANT COMPLETES THE FOLLOWING:

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I designate and authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

Signature of Applicant

Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

KEENE M. GERBER

Typed/Printed Name

Signature

Date

OWNER.

(Corporate Title if applicable)

49 4836

By signing and submitting this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true complete and accurate. I understand this is an application and not a permit, and work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto; does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

KEENE M. GERBER

Typed/Printed Name of Applicant (If no Agent is used) or Agent (If one is so authorized below)

Signature of Applicant/Agent

8/13/98

Date

OWNER

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF THE APPLICANT COMPLETES THE FOLLOWING:

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I designate and authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

Signature of Applicant

Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

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KEENE M. GERBER

Typed/Printed Name

Signature

8/13/98

Date

OWNER,

(Corporate Title if applicable)

R. D. KEENE TRUST
Post Office Box 770338
13100 West Colonial Drive
Winter Garden, Florida 34777-0338

FAX TRANSMISSION COVER SHEET

Date: 2-3-99
To: James E. L. Seay
Fax Number: 423-8796
From: Rex V. McPherson II
Telephone Number: (407) 656-2291
Fax Number: (407) 656-1433
Re: _____

To: KAREN
From: ROB ALLEN
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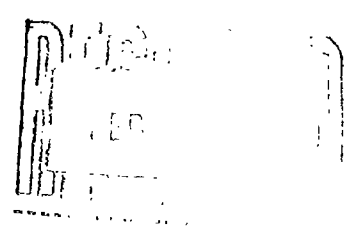
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**SIXTEENTH AMENDMENT TO PURCHASE AND SALE AND OPTION AGREEMENT
FOR UNIMPROVED REAL PROPERTY**

This Sixteenth Amendment to Purchase and Sale and Option Agreement for Unimproved Real Property (the "Sixteenth Amendment") is entered into as of the 29th day of January, 1999, by and between Rex V. McPherson, II, et. al. ("Seller") and Lennar Homes, Inc. ("Buyer"), and amends that certain Purchase and Sale and Option Agreement for Unimproved Real Property between Seller and Buyer dated August 7, 1996 as previously amended on March 20, 1997, on April 21, 1997, on June 20, 1997, on July 21, 1997, on August 21, 1997, on September 22, 1997, on October 22, 1997, on November 14, 1997, on January 19, 1998, on February 9, 1998, on April 3, 1998, on May 14, 1998, on June 12, 1998, on November 23, 1998, and on December 23, 1998 (the "Agreement").

WITNESSETH:

WHEREAS, Seller and Buyer entered into the Agreement; and

WHEREAS, Seller and Buyer have previously extended the expiration of the Due Diligence Period under the Agreement on several occasions; and

WHEREAS, Seller and Buyer have previously amended the Agreement by the First Amendment thereto, the Second Amendment thereto, the Third Amendment thereto, the Fourth Amendment thereto, the Fifth Amendment thereto, the Sixth Amendment thereto; the Seventh Amendment thereto; the Eighth Amendment thereto; the Ninth Amendment thereto; the Tenth Amendment thereto; the Eleventh Amendment thereto; the Twelfth Amendment thereto; the Thirteenth Amendment thereto; the Fourteenth Amendment thereto; and the Fifteenth Amendment; and

2-03-1999 4:53PM

FROM R. D. KEENE TRUST 407 656 1433

P. 5

FROM: HOLLANDKNIGHTINGUIRE

FAX NO.: 407 648 9887

02-02-99 04:26P P.05

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year set forth below their names.

SELLER:



REX V. McPHERSON, as Seller

Date Executed: 2/3/99

BUYER: LENNAR HOMES, INC.

By: Marshall Ames
Marshall Ames
Its: Vice President

Date Executed: 2/6/99

FROM: HOLLANDKNIGHTMAGUIRE

FAX NO.: 407 648 9887

02-02-99 04:25P P.01

HOLLAND & KNIGHT - MAGUIRE, VOORHIS & WELLS
Two South Orange Plaza
Orlando, Florida 32801
Fax Numbers: (407) 423-8796 (Direct Line)
(407) 843-4421 (Extension 378)

FAX TRANSMISSION COVER SHEET

Date: February 2, 1999

PLEASE DELIVER THIS COVER AND THE FOLLOWING SHEETS IMMEDIATELY TO:

TO: Mr. Marshall Ames

FIRM: Lennar Homes

FAX TELEPHONE NUMBER: 682-1977
or (941) 936-

CONFIRMATION NUMBER: 682-9291

FROM: James E.L. Seay
TELEPHONE: (407) 244-1117

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boxed to
Jim Seay
Rep McPherson*

MESSAGE TO RECIPIENT:

Marshall:

Jim will be out of the office until Thursday. He asked me to send this out in his absence. Should you have any questions, please do not hesitate to contact us.

Debbie Hanley, Assistant to Jim Seay
244-5241

IF ANY PAGE IS NOT RECEIVED LEGIBLY, PLEASE CALL (407) 244-5241, AS SOON AS POSSIBLE.

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THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
ZACK KOSNITZKY, P.A.
100 S.E. Second Street
Suite 2800
Miami, Florida 33131

DRAFT

19451-3

DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LEGENDS GOLF AND COUNTRY CLUB COMMUNITY

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DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
LEGENDS GOLF AND COUNTRY CLUB COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR LEGENDS GOLF AND COUNTRY CLUB COMMUNITY (this "Declaration") is made this _____ day of January, 1999 by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Legends Country Club Community Association, Inc., a Florida not-for-profit corporation and _____.

RECITALS

- A. Lennar is the owner of the real property in Lake County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("Legends Community").
- B. Lennar desires to subject Legends Community to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Legends Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;
- D. Legends Community is included in an effective development-of-regional-impact development order granted under Resolution No. _____, the Development of Regional Impact Development Order _____, as further evidenced by that certain _____, recorded in Official Records Book _____ at Page _____ of the Public Records of _____ County, Florida, as amended from time to time.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Lennar hereby declares that the real property described in Exhibit 1 attached hereto and made a part hereof shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
2. Definitions.

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

"ACC" shall mean the Architectural Control Committee established pursuant to Section 19 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"Association" shall mean the Legends Country Club Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

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

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Club" shall mean the Legends Golf and Country Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants.

"Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Covenants including, without limitation, the Club Fee.

"Club Covenants" shall mean Legends Golf and Country Club Covenants together with all amendments and modifications thereof. A copy of the Club Covenants is attached hereto as Exhibit 4 and made a part hereof. This Declaration is subordinate in all respects to the Club Covenants.

"Club Fee" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Covenants.

"Club Manager" shall mean the entity operating and managing the Club at any given time. As provided in the Club Covenants, Association may, at the direction of Club Owner, be required to act as Club Manager from time to time.

"Club Operating Costs" shall have the meaning set forth in the Club Covenants.

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Lennar.

"Common Areas" shall mean all real property interests and personalty within Legends Community designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Legends Community. The Common Areas may include, without limitation, open space areas, internal buffers, landscape areas, perimeter buffers, improvements, easement areas owned by others, additions, lakes, fountains, irrigation pumps, irrigation lines, parks, pool, meeting room, fitness center, sidewalks, private roads or streets (excluding streets owned or to be owned by a Neighborhood Association), street lights, service roads, walls, commonly used utility facilities, recreation center, project signage, parking areas, other lighting, entrance features, electronic gates, lights, Neighborhood entrance features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home or the Club. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Legends Community, as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section ? hereof.

"Contractors" shall have the meaning set forth in Section 19.12.2 hereof.

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

"Declaration" shall mean this Declaration, together with all amendments and modifications thereof.

"Developer" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

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

"Home" shall mean a residential home and appurtenances thereto constructed on a Parcel within Legends Community. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home, zero lot line home, and each residential apartment within an apartment building. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 17.2.5 hereof.

"Lake Slope Maintenance Standards" shall have the meaning set forth in Section 10.6 hereof.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.8.

"Legends Community" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying

the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Legends Community.

"Lender" shall mean the holder of a first mortgage encumbering a Parcel or Home.

"Lennar" shall mean Lennar Homes, Inc. a Florida corporation.

"Master Plan" shall mean collectively the any full or partial concept plan for the development of Legends Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Legends Community or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Maximum Share" shall have the meaning set forth in Section 17.5.2 hereof.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Legends Community. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE LEGENDS COMMUNITY. DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, THE NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, NEIGHBORHOOD ASSOCIATIONS AND THE ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Monthly Assessments" shall have the meaning set forth in Section 17.2.1 hereof.

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

"Neighborhood" shall mean any subdivision of Legends Community which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood.

"Neighborhood Association" shall mean any homeowners or condominium association which governs a portion of Legends Community.

"Neighborhood Common Areas" shall mean all property owned and/or maintained by a Neighborhood Association.

"Neighborhood Declaration" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any condominium declaration. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the surface water management system; all amounts payable in connection with any private street lighting agreement between Association and a utility company; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; costs relating to lake slope maintenance, insurance; bonds; Monitoring System costs; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder and/or under the Club Covenants, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration and/or the Club Covenants.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each such Home.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean Permit No. _____ issued by SJRWMD, a copy of which is attached hereto as Exhibit 5.

"Plat" shall mean any plat of any portion of Legends Community filed in the Public Records, as the same may be amended by Developer, from time to time.

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

"Public Records" shall mean the Public Records of Lake County, Florida.

"Reserves" shall have the meaning set forth in Section 17.2.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing Legends Community as adopted by the Board from time to time.

"SJRWMD" shall mean the St. Johns River Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, wetland preservation areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Legends Community Surface Water Management System includes those works authorized by SJRWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to (i) provide Owners with one or more Telecommunications Services or (ii) to own, maintain and repair Telecommunications Systems allowing Telecommunications Services to be provided to Legends Community. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

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

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Legends Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Title Documents" shall have the meaning set forth in Section 26.6 hereof.

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

"Use Fees" shall have the meaning set forth in Section 17.2.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 18.12 hereof.

"Zero Lot Line Wall" shall mean a wall built directly on a lot line which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line residence, or which portion of a residence is a Zero Lot Line Wall, the Association's determination shall be final.

3. Plan of Development. The planning process for Legends Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Legends Community and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Legends Community as finally developed.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 10.7.2 which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Legends Community; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Community Completion Date, additional lands may be made part of Legends Community by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Parcel or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Legends Community. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to Legends Community.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of Legends Community (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Legends Community shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Legends Community shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any Parcel or Home). Association shall have no right to withdraw land from Legends Community.

6. Dissolution.

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

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Legends Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and the Club specified in this Declaration and/or the Club Covenants. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Charges to the extent that Assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Fee shall survive the dissolution of the Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Legends Community which had been Common Areas and/or comprised part Club and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership

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

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

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Declaration.

7.7. Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Legends Community for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Legends Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Legends Community. In addition, the Common Areas of Legends Community may include decorative improvements, berms, waterfalls, and waterbodies.

Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. **SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS.**

9. Operation of Common Areas

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Legends Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

9.4. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition **WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.**

9.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Legends Community including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party **without** (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association; and (c) the consent of the Club Owner being first had and obtained.

9.6. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work.

From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8. Use.

9.8.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

9.8.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3. Waterbodies. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Legends Community. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. Petroleum powered motorized watercraft are expressly prohibited from operation on lakes within Legends Community pursuant to the Title Documents. Swimming will be permitted at designated locations. Prior to the Community Completion Date, no dock may be erected within a waterbody forming part of the Common Areas without the prior consent of Developer and the ACC. From and after the Community Completion Date, no dock may be erected within a waterbody forming part of the Common Areas without the prior consent of the ACC, and the approval of all governmental agencies and divisions having jurisdiction over the construction of a dock.

9.8.4. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.5. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use of such Common Areas including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Legends Community, (e) design of any portion of Legends Community and (f) errant golf balls. Each such person also expressly indemnifies and agrees to hold harmless Developer, Association, Neighborhood Associations, Club Owner, Club Manager, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. **BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS. DEVELOPER, BUILDERS, ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS, CLUB OWNER, AND CLUB MANGER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.**

9.8.6. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Association, Club Owner, and Club Manager, their officers, partners, agents, employees, affiliates,

directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Legends Community by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, Club Owner, or Club Manager or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9. Rules and Regulations.

9.9.1. Generally. Prior to Community Completion Date, the Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

9.9.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas and the Club and related improvements within Legends Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Legends Community), general office and construction operations within Legends Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Legends Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Legends Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Legends Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Legends Community including, without limitation, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Legends Community by dredge or dragline, store fill within Legends Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Legends Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Legends Community.

9.10. Public Facilities. Legends Community may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, school, school park, or other facility within the boundaries of Legends Community.

9.11. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12. Water Mains. In the event the Lake County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at Association's expense.

9.13. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.14. Site Plans and Plats. Legends Community may be subject to one or more plats (individually, a "Plat"). The Plat may identify some of the Common Areas within Legends Community. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be

constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2. Adjoining Areas. Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home. Maintenance of driveways within the boundaries of a Parcel shall be the responsibility of the Owners in some Neighborhoods; however, Association shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System.

10.3. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under Owner or Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.4. Right of Entry. Developer, Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Legends Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Legends Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.5. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or any document of record, including without limitation declaration(s) of condominium, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer upon areas which are within or outside of Legends Community. Such areas may abut, or be proximate to, Legends Community, and may be owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

10.5.1. Public Rights of Way. Without limiting the foregoing, Association shall maintain the landscape area within the public rights of way which Association is obligated to maintain or has adopted the maintenance responsibility of.

10.6. Lake Slopes. Association shall be responsible for the maintenance of lake slopes and banks.

10.7. Surface Water Management System.

10.7.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by the Permit, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. The Association will take any action against Owners as necessary to enforce the conditions of the Permit, including, without limitation, any monitoring required by the Permit. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the SJRWMD.

10.7.2. Amendments to Association Documents. Association shall submit to SJRWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SJRWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SJRWMD shall so advise Association. Once Association receives the modification to the Permit and any

conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

10.7.3. Enforcement. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

11. Use Restrictions.

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of Legends Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

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

11.3. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases shall be provided to Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be approved for a term of less than ninety (90) days.

11.4. General Use Restriction. Each Home, the Common Areas and any portion of Legends Community shall not be used in any manner contrary to the Association Documents.

11.5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Legends Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Legends Community shall be the same as the responsibility for maintenance and repair of the property concerned.

11.6. Maintenance by Owners and/or Neighborhood Associations.

11.6.1. Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Legends Community by the Owner of each Home. No rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist thereon or thereabout.

11.6.2. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.6.3. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

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

11.7. Lawn Maintenance. All lawn maintenance of Homes shall be the responsibility of the Neighborhood Associations or the individual Owners as, and to the extent provided, in the declaration of restrictions respecting each Neighborhood. The Owner of each Home shall be responsible for the maintenance of the sprinkler system and any or all landscaping and other improvements within any portion of the Parcel containing the Homes. In the event grass is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 shall be charged to such Owner as an Individual Assessment.

11.8. Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Neighborhood Association:

11.8.1. Replacement of Annuals. Annuals are to be replaced semi-annually.

11.8.2. Trees. Trees are to be pruned as needed.

11.8.3. Shrubs. All shrubs are to be trimmed as needed.

11.8.4. Grass.

(a) Cutting Schedule. Grass should be cut at least 28 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.8.5. Mulch. Mulch is to be turned every other cut. Remulching of beds shall be performed twice per year during the months of May and November.

11.8.6. Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

11.8.7. Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed three (3) times a year during the following months: February, June and October.

11.8.8. Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.8.9. Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.8.10. Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.8.11. Right of Association to Enforce. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

11.8.12. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.9. Zero Lot Line Homes.

11.9.1. Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Developer hereby grants to each Owner of a Zero Lot Line Wall a maintenance easement over the Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Developer may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, the Association's determination shall be final. In the event that the Owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line Wall as an Individual Assessment.

11.9.2. Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

11.9.3. No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make any structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

11.9.4. Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

11.9.5. Construction Easement. Developer reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Developer and Developer's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

11.10. Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club, as applicable. No intentional runoff or discharge of any sort, except normal discharge of lawn irrigation water, shall be permitted to flow into any body of water within Legends Community. **BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.** Developer, Association, and Club Owner, shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times. Reclaimed water may be provided to Owners. Association shall have the right to determine days on which Owners may water their Homes.

11.11. Wells and Septic Tanks. Except as may be installed by Developer, no individual wells will be permitted on any Parcel and no individual septic tanks will be permitted on any Parcel.

11.12. Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the water. Except as specifically provided to the contrary, all Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

11.13. Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Legends Community, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.14. Alterations and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.15. Signs and Flags. No sign (including brokerage or for sale/lease signs), flag (except United States flags no longer than 24" x 36" which are attached to a Home), banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Legends Community that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Owners of Homes must obtain "For Sale" and "For Rent" signs from the Association. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Legends Community, unless written approval of the ACC is obtained.

11.16. Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without prior approval of the ACC as to material, color and pattern. Such applications shall not extend beyond front lot line or include sidewalk.

11.17. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.18. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

11.19. Wall Units. No wall or window air conditioning unit may be installed in any window in a Home.

11.20. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC.

11.21. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Parcels, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club without ACC approval. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

11.22. Swimming and Boating. Swimming and boating in the lakes and waterbodies within Legends Community is prohibited. No recreational water craft, motorized or non-motorized, shall be permitted in any pond or lake within Legends Community.

11.23. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or, on any Parcel, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Parcel. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Parcel.

11.24. Fuel Storage. No fuel storage shall be permitted within Legends Community, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

11.25. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Parcel shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall not be visible from the street in front of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.26. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Parcel where such obstruction would create a traffic problem.

11.27. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.28. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Legends Community, change the level of the land within Legends Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Legends Community. Owners may place additional plants, shrubs, or trees within any portion of Legends Community with the prior approval of the ACC.

11.29. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.30. Animals. No animals of any kind shall be raised, bred or kept within Legends Community for commercial purposes. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained in a Home. Otherwise, Owners may keep no more than a total of two (2) domestic pets (such as cats and dogs) in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Legends Community designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.31. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Legends Community is permitted. No firearms shall be discharged within Legends Community. Nothing shall be done or kept within the Common Areas, or any other portion of Legends Community, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

11.32. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Legends Community. Developer and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

11.33. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Legends Community, which is unsightly or which interferes with the comfort and convenience of others.

11.34. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration. Water softeners, trash containers, sprinkler controls, propane tanks, and other similar devices shall be properly screened from street or golf course view in a manner approved by the ACC.

11.35. Garbage. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up.

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

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

11.38. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.39. Parking. Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Legends Community for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Legends Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept with Legends Community except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within the fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Club facilities, Common Areas, or any

other Legends Community facility. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked on the Legends Community. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked on the Legends Community. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles of any nature shall be parked on any portion of the Legends Community or a Parcel except on the surfaced parking area thereof. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Legends Community. No vehicle repairs or maintenance shall be allowed on the Legends Community. No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked on the Legends Community, except as may be temporarily required. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

11.40. Garages. Each Home will have its own garage. No garage shall be converted into general living area unless specifically approved by the ACC. No screened garage doors are permitted. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

11.41. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Legends Community.

11.42. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Legends Community or within any Home or Parcel, except those which are required for normal household use.

11.43. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.44. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer and operation of the Club, no commercial or business activity shall be conducted in any Home within Legends Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Legends Community. No solicitors of a commercial nature shall be allowed within Legends Community, without the prior written consent of Board. Garage sales are permitted only at a frequency of no more than once with a twenty-four (24) year month period with prior approval by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

11.45. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Legends Community. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING NEGATIVE SIGNS IS STRICTLY PROHIBITED.

11.46. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

11.47. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Legends Community without the prior written approval of the ACC.

11.48. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Legends Community without prior written consent of the Association. No basketball backboards, skateboard ramps, or play structures will be permitted without express approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home.

11.49. Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. All screening and screened enclosures shall be approved by the ACC and shall be constructed utilizing anodized or electrostatically painted aluminum in bronze or white. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC. All decks shall be approved by the ACC.

12. Party Walls.

12.1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Legends Community which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2. Sharing of Repair, Replacement and Maintenance for Party Walls.

12.2.1. Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.2.2. Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

12.2.3. Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

12.3. Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.4. Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

14. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

14.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

14.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

14.5. Homes.

14.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.5.2. Requirement to Reconstruct. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.5 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Legends Community.

14.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

14.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home.

14.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.6.1. The bonds shall name Association as an obligee.

14.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

14.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home,

or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Covenants.

14.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

14.10. Additional Insured. Developer, Club Owner and their respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.11. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

15. Property Rights.

15.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Legends Community shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2. The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 617.305 of the Florida Statutes, as amended from time to time.

15.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior written consent of the Club Owner.

15.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.5. The rights of Developer and/or Association and/or Club Owner regarding Legends Community as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

15.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3. Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Legends Community as may be required in connection with the development of Legends Community, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Legends Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes and for the leasing of Homes within Apartment Buildings. Further, Developer may market other residences and commercial properties located outside of Legends Community from Developer's sales facilities located within Legends Community. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 21.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

15.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over

and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Legends Community.

15.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7. Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Legends Community (including Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Legends Community (including Parcels, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, Club, utilities, cables, wires and other similar facilities.

15.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Club Owner, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Legends Community over, across and upon Legends Community for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Legends Community (including Parcels and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Legends Community and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Legends Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Parcel which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SJRWMD Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

15.11. Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Legends Community necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

15.12. Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the golf course over Homes, Common Areas, Neighborhood common areas and other properties adjacent to the golf course, to permit every reasonable act necessary and appropriate to playing golf. These easements include, without limitation, the flight of golf balls over Homes and the Common Areas, the landing of golf balls, the use of necessary golf cars and maintenance equipment and the usual common noises created by playing golf and maintaining the golf course. Developer, Builders, Association and each Neighborhood Association shall not be liable or responsible for disputes between an Owner and any person using the course. All Owners, by acceptance of delivery of a deed to a Home or Parcel will assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action against the Developer, Association, Builders, or Neighborhood Associations arising or resulting from any errant golf balls or damages caused thereby.

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

16. Club Covenants. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference. Although the Club Covenants are an exhibit to this

Declaration, the Association Documents are subordinate and inferior to the Club Covenants. In the event of any conflict between the Club Covenants and the Association Documents, the Club Covenants shall control.

17. Assessments.

17.1. Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for such services.

17.2. Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Legends Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

17.2.1. Any monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

17.2.2. Any special assessments for capital improvements, major repairs, emergencies the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

17.2.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

17.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

17.2.5. Assessments for which one or more Owners (but less than all Owners) within Legends Community is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat (e.g., a gatehouse attendant and private gatehouse). Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) or a lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, A La Carte Programming, and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3. Club Charges. Notwithstanding anything in this Declaration to the contrary (and unless otherwise directed by Club Owner), Association shall collect from the Owners Club Charges in addition to Assessments. In the event that Association shall receive a partial payment in any month of Assessments and Club Charges from a particular Owner, the payment from such Owner shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, and then to the payment of Assessments. Association shall provide the Club Owner each month with a list of all Owners that did not remit Club Charges to Association for the prior month. Such list shall include the Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Charges not remitted by such Owner to date.

17.4. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

17.5. Allocation of Operating Costs.

17.5.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

17.5.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Legends Community conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

17.5.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

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

17.6. General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

17.7. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by Association.

17.8. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. Assessments shall commence as to each Builder on the day of conveyance of title of a Parcel to a Builder.

17.9. Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Community Completion Date, Developer shall have the option to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of Monthly Assessments against Owners or to pay Monthly Assessments on Homes owned by Developer. Developer shall never be required to fund shortfalls in Monthly Assessments or pay Special Assessments or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

17.10. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

17.11. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.11.1. Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

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

17.11.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

17.12. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to two months' Assessments. There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount equal to two months' Assessments (or such greater amount determined by Developer from time to time) for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to an Owner, such Owner shall pay such Builder an amount equal to the amount by such Builder for such Home in order to compensate Builder for the amount advanced. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund. There shall also be collected from each Owner that purchases a Home from Developer at the time of conveyance of the Home an amount equal to two months' Club Charges.

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

17.14. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

17.15. Collection of Neighborhood Association Assessments. Association shall collect the assessments required by Neighborhood Declarations on behalf of the Neighborhood Associations, unless otherwise indicated by Developer.

17.16. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

17.17. Subordination of the Lien to Mortgages and Club Charges. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien, and to Club Charges. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, or a lien for Club Charges, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made

thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

17.18. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.19. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

17.20. Exemption. Notwithstanding anything to the contrary herein, neither Developer nor Club Owner nor any Home or property owned by Developer or Club Owner shall (unless specified to the contrary by Developer or Club Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it. In addition, the Board shall have the right to exempt any portion of Legends Community subject to this Declaration from the Assessments, provided that such part of Legends Community exempted is used (and as long as it is used) for any of the following purposes:

- 17.20.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 17.20.2. Any real property interest held by a Telecommunications Provider;
- 17.20.3. Common Areas or property (other than a Home) owned by a Neighborhood Association;
- 17.20.4. Any of Legends Community exempted from ad valorem taxation by the laws of the State of Florida;
- 17.20.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Legends Community is a part.

17.21. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.22. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

17.23. Club Charges. As provided in the club Covenants, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Charges.

17.24. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

18. Information to Lenders and Owners.

18.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

18.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2. Any delinquency in the payment of Assessments or Club Charges owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

18.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

19. Architectural Control.

19.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Legends Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

19.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

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

19.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LEGENDS COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LEGENDS COMMUNITY WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

19.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7. Power and Duties of the ACC. No improvements shall be constructed on a Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

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

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

19.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

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

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

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

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

19.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

19.12.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Legends Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Legends Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Legends Community and no construction materials shall be stored in Legends Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Legends Community or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

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

19.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Legends Community.

19.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Legends Community. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Legends Community and each Owner shall include the same therein.

19.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Legends Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

19.17. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

19.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or Club Owner, or their nominees,

including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

19.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

20. Owners Liability.

20.1. Right to Cure. Should any Owner do any of the following:

20.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

20.1.2. Cause any damage to any improvement or Common Areas or Club; or

20.1.3. Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Covenants; or

20.1.4. Undertake unauthorized improvements or modifications to a Home, the Common Areas or the Club; or

20.1.5. Impede Developer or Club Owner from proceeding with or completing the development of Legends Community or Club, as the case may be.

Then Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2. Commence an action to recover damages; and/or

20.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

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

20.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed

to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

20.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

21. Additional Rights of Developer.

21.1. Sales and Administrative Offices. For so long as Developer owns any property in Legends Community, is affected by this Declaration, or maintains a sales or administrative office within Legends Community, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Legends Community and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Legends Community. This right shall include, but not be limited to, the right to maintain models, sales offices, sales trailer and parking associated therewith, have signs on any portion of Legends Community, including Common Areas and the Club, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas and the Club to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

21.2. Modification. The development and marketing of Legends Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Legends Community to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Legends Community and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Legends Community and Homes in advertisements and other media by making reference to Legends Community, including, but not limited to, pictures or drawings of Legends Community, the Club, Common Areas, Parcels and Homes constructed in Legends Community. All logos, trademarks, and designs used in connection with Legends Community are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

21.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Legends Community.

21.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, upon and across Legends Community so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions

or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

21.7. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Charges.

21.8. Additional Development. If Developer withdraws portions of Legends Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

21.9. Representations. Developer makes no representations concerning development both within the boundaries of Legends Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Legends Community or in Legends Community or adjacent or near Legends Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.10. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Legends Community; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

21.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LEGENDS COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

- 21.11.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LEGENDS COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LEGENDS COMMUNITY AND THE VALUE THEREOF; AND
- 21.11.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR LAKE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND
- 21.11.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR

WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LEGENDS COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.12. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.13. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN LAKE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN LAKE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN LAKE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN LAKE COUNTY, FLORIDA.

21.14. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT LEGENDS COMMUNITY TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

22. Telecommunications Services.

22.1. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Legends Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Legends Community as agreed, from time to time, between the Telecommunications Provider and Developer, provided, however, that no such fees may be

imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Developer and/or Association.

22.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Legends Community for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Legends Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Legends Community, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

22.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations.

22.4. No Amendment. No amendment of this Declaration shall adversely affect the rights of a Telecommunications Provider under this Section 22 without such Telecommunications Provider's prior consent.

23. Monitoring System.

23.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within Legends Community. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Legends Community may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, BUILDERS, NEIGHBORHOOD ASSOCIATION, CLUB OWNER, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

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

23.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to Legends Community.

23.4. Club Owner. Club Owner shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Monitoring System. In the event that the system requires that each Owner accessing Legends Community use a card to enter the Legends Community, each employee, the Manager, and each Member of the Club (as such terms are defined in the Club Covenants) shall also be entitled to such a card upon payment to Association of the actual cost of such card plus a reasonable administrative expense.

23.5. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, or Club Owner, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Legends Community or any residential subdivision contained therein. Developer, Builders, Association and the Neighborhood Associations do not guarantee or warrant, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, Builders, and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the Neighborhood Associations, the personal property located within Homes. Developer, Builders, the Neighborhood Association, and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

24. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

25. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

26. General Provisions.

26.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.3. Execution of Documents. Developer's plan of development for the Legends Community (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Parcel, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Legends Community or any portion(s) thereof.

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

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

26.6. Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to the following documents and all amendments thereto (collectively, the "Title Documents"):

All of the foregoing are recorded in the Public Records of Lake County, Florida.

Developer's plan of development for Legends Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. **DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS.** It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the

joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

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

27.7. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF LEGENDS COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LEGENDS COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LEGENDS COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LEGENDS COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LEGENDS COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this ____ day of ____, 1999.

WITNESSES:

LENNAR HOMES, INC. a Florida corporation,

Print name: _____

By: _____

Name: _____

Print name: _____

Title: _____

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____, 1999 by _____, as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
at Large

Print name: _____

JOINDER

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of ____, 1999.

WITNESSES:

LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____, 1999 by _____ as President of LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
at Large

Print name: _____

JOINDER

_____ does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of ____, 1999.

WITNESSES:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

{SEAL}

STATE OF FLORIDA)

) SS.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____, 1999 by _____ as _____ of _____ who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
at Large

Print name: _____

EXHIBIT 1

LEGAL DESCRIPTION

THOSE PORTIONS OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA, ALSO BEING PORTIONS OF THE MAP OF MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST 1/4 OF SAID SECTION 4 LYING WESTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 27;

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 5 LYING WESTERLY OF U.S. HIGHWAY 27; LESS TRACT 54 MONTE VISTA PARK FARMS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 3/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 8;

AND THAT PORTION OF THE NORTHWEST 1/4 OF SAID SECTION 9 LYING WESTERLY OF THE RIGHT-OF-WAY FOR U.S. HIGHWAY 27.

EXHIBIT 2

ARTICLES OF INCORPORATION

DRAFT

**ARTICLES OF INCORPORATION
OF
LEGENDS COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

RECEIVED

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40-069-0357AM-ERP
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ORLANDO
SJR WMD

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ARTICLES OF INCORPORATION
OF
LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

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:

1 Name of Corporation. The name of the corporation is LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. ("Association").

2 Principal Office. The principal office of Association is 1900 Kings Ridge Boulevard, Clermont, Florida 34711, or such other location as shall be designated by the Board of Directors.

3 Registered Office - Registered Agent. The street address of the Registered Office of Association is 100 S.E. Second Street, Suite 2800, Miami, Florida 33131. The name of the Registered Agent of Association is:

KTG&S REGISTERED AGENT CORPORATION

4 Definitions. A declaration entitled Declaration of Restrictions and Covenants for Legends Golf and Country Club Community (the "Declaration") will be recorded in the Public Records of Lake County, Florida, and shall govern all of the operations of a community to be known as Legends Community. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5 Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6 Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors, or officers.

7 Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration and Club Covenants, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration, these Articles, the By-Laws and the Club Covenants.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association and Legends Community.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments (including amounts to cover the costs of the Surface Water Management System) payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association and establish reserves for deferred maintenance or capital expenditures.

7.5 To do all acts and make all payments required by the Club Covenants.

7.6 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and subject only to requirements in the Declaration, if any.

7.9 To purchase the Club by majority Board action as provided in the Club Covenants without the joinder or consent of the Owners or any other party.

7.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.11. The Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the St. Johns River Water Management District Permit no. _____ requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.12 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.13 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.14 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas and the Club (if Association shall ever be appointed Club Manager or purchase the Club pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.15 To contract for services to be provided to, or for the benefit of, Association, Club Owner, Owners, the Common Areas and Legends Community and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.16 To establish committees and delegate certain of its functions to those committees.

7.17 To hold all funds and property owned or acquired by the Association in the name of the Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8 Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9 Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
E. BING HACKER	1900 KINGS RIDGE BOULEVARD CLERMONT, FL 34711
JOHN B. DEBITETTO	1900 KINGS RIDGE BOULEVARD CLERMONT, FL 34711
CHRISTINE SODERMARK	1900 KINGS RIDGE BOULEVARD CLERMONT, FL 34711

10 Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. Notwithstanding the foregoing, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

11 Duration. Association shall have perpetual existence.

12 Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to

that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments After the Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3 %) of the Board.

13 Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14 Incorporator. The name and address of the Incorporator of this corporation is:

PATRICIA KIMBALL FLETCHER
ZACK KOSNITZKY, P.A.
100 Southeast 2nd Street, Suite 2800
Miami, Florida 33131-2144

15 Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	E. BING HACKER
Vice President:	JOHN B. DEBITETTO
Secretary:	CHRISTINE SODERMARK
Treasurer:	CHRISTINE SODERMARK

16 Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17 Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested 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 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 Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this ___ day of _____, 1999.

WITNESSES:

Print name: _____

Print name: _____

PATRICIA KIMBALL FLETCHER, Incorporator

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) SS.:
)

The foregoing instrument was acknowledged before me this ___ day of _____, 1999 by PATRICIA KIMBALL FLETCHER who is personally known to me or produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
at Large
Print name: _____

ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this ___ day of _____, 1999.

KTG&S REGISTERED AGENT
CORPORATION

By: _____

EXHIBIT 3

BY-LAWS

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**BY-LAWS
OF
LEGENDS COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.**

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BY-LAWS
OF
LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is LEGENDS COUNTRY CLUB COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 1900 Kings Ridge Boulevard, Clermont, Florida 34711, or at such other location designated by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Restrictions and Covenants for Legends Golf and Country Club Community (the "Declaration") relating to the residential community known as Legends Community recorded, or to be recorded, in the Public Records of Lake County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Member" shall mean each Owner and Developer.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1. Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Prior to the Turnover Date, Developer shall have Voting Interests equal to one (1) plus the total number of votes held by all other Members. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1. Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4. Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5. Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be posted in a prominent place on the Common Areas within fourteen (14) days before the meeting. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club or Association.

3.5. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members Meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) persons. Board members appointed by Developer need not be Members of Association. Board members elected by Owners must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members other than Developer, the remaining Directors may fill such vacancy. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that Developer plans to build within the Legends Community.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. Generally. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration, the Community Standards and the Club Covenants, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services, and collect and remit the Club Charges if so directed by Club Owner.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing Legends Community by the Members, Tenants and their guests and invites, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

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

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties:

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of 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.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect

on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments After the Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, after the Community Completion Date these By-Laws may be amended to change the number of directors on the Board by two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

EXHIBIT 4

CLUB COVENANTS

EXHIBIT 5

PERMIT

P

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 12/29/98

Date Received: 12/23/98

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI LETTER

F.O.R.:

Project Name: LEGENDS, PHASE I

 * Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

Copied and Routed By: CD on 12/29/98
 MAIL ROUTED FROM: ORL PROCESSED BY: CD



December 23, 1998

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429
TELEPHONE 904-329-4500 1-800-451-7106 SUNCOM 904-860-4500
TDD 904-329-4450 TDD SUNCOM 860-4450
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508

SERVICE CENTERS			
618 E. South Street Orlando, Florida 32801 407-897-4300 1-877-228-1658 TDD 407-897-5960	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730-6270 1-800-852-1563 TDD 904-448-7900	PERMITTING: 305 East Drive Melbourne, Florida 32904 407-984-4940 1-800-295-3264 TDD 407-722-5368	OPERATIONS: 2133 N. Wickham Road Melbourne, Florida 32935-8109 407-752-3100 TDD 407-752-3102

CERTIFIED NO. Z 597 592 558

Mr. Duane K. Booth, P.E.
Farner, Barley & Associates, Inc.
350 North Sinclair Avenue
Tavares, FL 32778

ENTERED
CP 12/29 98

Re: Legends, Phase I
Application Number 4-069-0357AM-ERP
(Please reference the above number on any submittal)
(Formerly Application Number 40-069-0327A-ERP)

Dear Mr. Booth:

The staff has reviewed your response to the District's request for additional information. Unfortunately the following technical information is lacking to sufficiently review the possible impacts the project may have on the surrounding area. This information is again being requested pursuant to the authority vested in the St. Johns River Water Management District under subsection 373.413(2), Florida Statutes, and sections 40C-4.101 and 40C-4.301, Florida Administrative Code.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit five (5) copies of all requested information unless otherwise indicated by a specific information request.

1. The response you submitted on November 25, 1998, you stated that the project area is less than 100 acres. However, you have not revised the permit application and provided any revise plans to validate your statement. Be aware that pursuant to condition no. 28 of permit #4-069-0357-ERP, this application may be a Standard General Environmental Resources Permit, when each phase is consistent with the permit, and when the thresholds for an Individual Environmental Resource Permit are not tripped. If consistency is not demonstrated or Individual Environmental Resource Permit thresholds are tripped, the permittee must obtain a modification to the permit. Please provide the following information:
 - a. Please revised page 2 section A of the application form, showing consistent project acreage with the revised construction plans. Submit revised application form.
 - b. Please revise the construction plans showing the proposed project boundary. Delete any reference to activities not proposed in this application: Demonstrate that the

Dan Roach, CHAIRMAN FERNANDINA BEACH	Kathy Chinoy, VICE CHAIRMAN PONTE VEDRA	James T. Swann, TREASURER COCOA	Olis Mason, SECRETARY ST. AUGUSTINE
William M. Segal MAITLAND	Griffin A. Greene VERO BEACH	James H. Williams OCALA	Patricia T. Harden SANFORD
			Reid Hughes DAYTONA BEACH

proposed project is consistent with the phase boundaries and basin boundaries in permit #4-069-0357-ERP. The revised plans are subject to a full review. Submit revised plans.

[40C-4.301(1)]

2. The revised page 4 section A of the application form has been executed by the applicant. However, the owner should also sign page 4. Please submit a fully executed page 4 of section A by the owner and the applicant. [373.413(2)(h), F.S.]

Two questions requesting additional information in the previous RAI letter dated October 15, 1998 have not been answered satisfactorily. These questions are repeated here for your information. Please respond accordingly.

3. Since the entity to receive the permit is not the owner, please provide documentation of sufficient legal authorization for the applicant to obtain this permit and to perform the work (e.g., lease, option to purchase, etc.). [373.413(2)(h), 40C-42.025(6), F.A.C.]
4. Please verify who will be responsible for the operation and maintenance of the proposed surface water management system. Please note that the project owner or developer is not typically an acceptable operation and maintenance entity for projects that will be subdivided. Please submit draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds which establish the Association, enumerate its duties affirmatively assign authority and responsibility for the operation or maintenance of the stormwater management system and provide a method for sufficient assessment to cover costs of maintaining and operating the permitted system. Include or incorporate the enclosed recommended language, or language with equivalent effect, for draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds in the appropriate places. The documents will be reviewed by the District's staff and you will be notified if additional information is required. [40C-4.301(1)(j), 40C-42.027(2)(a)(b), 1., 2., 3., 4., 5., 6., 7., 8., F.A.C.]

If the applicant wishes to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may pursuant to section 373.4141, Florida Statutes, request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District's decision regarding issuance or denial of the application, the applicant may request a section 120.569, Florida Statutes, hearing pursuant to Chapter 28-106 and section 40C-1.1007, F.A.C.

Please be advised, pursuant to subsection 40C-1.1008, F.A.C., the applicant shall have 90 days from receipt of a request for additional information regarding a permit or license application undergoing review by the District to submit that information to the District. If an applicant requires more than 90 days in which to complete an application, the applicant may notify the

4-069-0357AM-ERP C. FONG

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

Legends Phase I

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Mr. Duane K. Booth, P.E.
 Farner, Barley & Associates, Inc.
 350 North Sinclair Ave.
 Tavares, FL 32778

4a. Article Number
 Z 597 592 558

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 12/29/98

5. Received By: (Print Name)

C. FONG

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X C. FONG

FL 12/29/98

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-98-B-0229

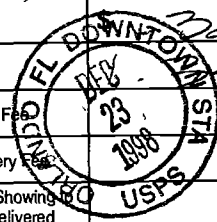
Domestic Return Receipt

Z 597 592 558

PS Form 3800, April 1995 4-069-0357AM-ERP

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to	Mr. Duane K. Booth, P.E.
Street & Number	350 North Sinclair Ave
Post Office, State, & ZIP Code	TAVARES, FL 32778
Postage	32
Certified Fee	0
Special Delivery Fee	0
Restricted Delivery Fee	0
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	1.10
TOTAL Postage & Fees	\$ 2.77
Postmark or Date	



Mr. Duane K. Booth, P.E.

December 23, 1998

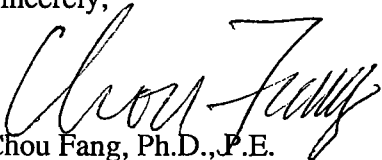
Page 3

District in writing of the circumstances and for good cause shown, the application shall be held in active status for additional periods commensurate with the good cause shown. Any application which has not been completed by the applicant within the given time period following a request for additional information by the District shall be recommended for denial at the next regularly scheduled Board meeting. Denial of an application due to failure to submit requested additional information shall be a denial without prejudice to the applicant's right to file a new application.

In addition, no construction shall begin on the proposed project until a permit is issued by the St. Johns River Water Management District. This is pursuant to subsection 40C-4.041(1), F.A.C., which states in relevant part, "unless expressly exempt, an individual or general environmental resource permit must be obtained from the District under Chapters 40C-4, 40C-40, 40C-42, 40C-44 or 40C-400, F.A.C., prior to the construction, alteration, operation, maintenance, removal or abandonment of any dam, impoundment, reservoir, appurtenant work or works...."

If you have any questions, please do not hesitate to call me at (407)897-4332.

Sincerely,



Chou Fang, Ph.D., P.E.
Department of Resource Management

CF:ja

cc: ~~EDS/RAIL~~, Joan B. Budzynski, Elizabeth Thomas, Barbara Prynosi

Mrs. Keene M. Gerber
13100 W. Colonial Drive
Winter Garden, FL 34777-0338

Mr. Robert Ahrens
Lennar Homes, Inc.
7600 Nob Hill Road
Tamarac, FL 33321

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 11/30/98

Date Received: 11/25/98

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI RESPONSE

F.O.R.:

P

Project Name: LEGENDS, PHASE I

* Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

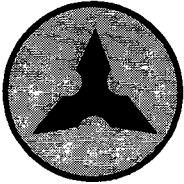
BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

REVISED PAGE 4 OF APPLICATION, CALCS

Copied and Routed By: Da on 11/30/98
MAIL ROUTED FROM: ORL PROCESSED BY: SA



**FARNER
BARLEY**
AND ASSOCIATES, INC.

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

VIA FEDERAL EXPRESS
November 24, 1998

Mr. Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
618 E. South Street
Orlando, FL 32801

RECEIVED
NOV 25 1998
4-069-0357AM-ERP
PDS
ORLANDO
SJR WMD

RE: LEGENDS, PHASE I (FBA #961504.001)
APPLICATION NUMBER 40-069-0327A-ERP

Dear Mr. Fang:

The following information is in response to your letter dated October 15, 1998:

An individual ERP application status is now required for your project because the system exceeds the standard general permit thresholds and requirements stated below:

- a. **Serves a project with a total land area equal to or exceeding one hundred acres pursuant to 40C-4.401(2)(b)2 and 40C-40.302(2)(b), F.A.C.; and**

Project is less than 100 acres - golf course and retention areas is part of individual permit and removed from boundary of Phase I.

- b. **This application is for Phase I of a 403 acre development for which an Individual Environmental Resource Permit application is currently under review, and**

Noted.

- c. **The proposed stormwater reuse pond is an alternative treatment system and systems using alternative treatment cannot be processed as a standard general permit application pursuant to 40C-42.024(3)(b), F.A.C.**

The pond is part of Individual permit currently under review, not part of Phase I.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit five (5) copies of all requested information unless otherwise indicated by a specific information request.

Administrative Review

1. **The section A of the application must be signed by the applicant who is the entity to receive the permit. Please submit a revised section A executed by the applicant. [373.413(2)(h), F.S.]**

Enclosed please find a revised section A executed by Rob Ahrens.

2. **Since the entity to receive the permit is not the owner, please provide documentation of sufficient legal authorization for the applicant to obtain this permit and to perform the work (e.g., lease, option to purchase, etc.). [373.413(2)(h), 40C-42.025(6), F.A.C.]**

Upon receipt from Lennar Homes, Inc., Farner, Barley & Associates, Inc., will forward documentation of sufficient legal authorization.

3. **The correct application fee for this individual Environmental Resource Permit application is \$3000.00 for a project with less than one acre of dredging and filling in wetlands or other surface water. The district has received \$1000.00 on September 15, 1998. Please remit the difference \$2000.00 payable to the St. Johns River Water Management District. [40C-41.603(4)(a)1, F.A.C.]**

This phase is a General permit less than 100 acres and no wetlands. It is intended to modify Individual permit when approved. As discussed, the fee submitted originally is sufficient.

Engineering Review

4. **Please verify who will be responsible for the operation and maintenance of the proposed surface water management system. Please note that the project owner or developer is not typically an acceptable operation and maintenance entity for projects that will be subdivided. Please submit draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds which establish the Association, enumerate its duties affirmatively assign authority and responsibility for the operation or maintenance of the stormwater management system and provide a method for sufficient assessment to cover costs of maintaining and operating the permitted system. Include or incorporate the enclosed recommended language, or language with equivalent effect, for draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds in the appropriate places. The documents will be reviewed by the District's staff and you will be notified if additional information is required. [40C-4.301(1)(j), 40C-42.027(2)(a)(b), 1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]**

Upon receipt from Lennar Homes, Inc., Farner, Barley & Associates, Inc., will forward a copy of the Articles of Incorporation and Declaration of Covenants and Restrictive Deeds for your files.

- 5. Please demonstrate the proposed impervious area in the commercial site and the golf course maintenance facility areas is 85% which was used in the storm runoff worksheet. Submit calculations. [40C-4.301(1)(a), (b), and (c), F.A.C.]**

Commercial area is future and planned for 85% impervious. This assumption is made for design of stormwater system. Clermont code will only allow 80% impervious therefore, any future design will not exceed assumptions. Golf maintenance facility is 53% impervious. 0.77 acre design was for 85% therefore, design okay. See attached for assumptions and CN calculations for basin 3.

- 6. The geotechnical report show that the seasonal high groundwater elevation at the site is 7 to 5.5 deep below the ground elevation and the plan sheet 5 shows pond 9 bottom (228 feet elevation) is 14 to 16 feet below the existing ground elevation. Please clarify. What is the groundwater elevation at the location of the pond? It appears groundwater effects should be considered in the design of this system. [40C-4.301(1)(a)(b)(c)(d)(e)(I), F.A.C.; Sections 20 and 31, Stormwater Applicant's Handbook]**

This item was addressed and approved as part of the individual permit. Scheduled for December Board Meeting. See previous letter and calculations attached.

- 7. It appears this project is utilizing a stormwater reuse pond to meet the water quantity and quality requirements set forth in Subsection 40C-4.301(1). Please provide complete information regarding the design methodology, calculations, assumptions on the parameters, and ground water conditions in the pond 9 design. Be aware that sections 20 and 31 of the Stormwater ERP Applicant's Handbook provide design methodology for this type of system and may be used in your demonstration. [Sections 20 and 31, Stormwater ERP Applicant's Handbook]**

This item was addressed and approved as part of the individual permit. Scheduled for December Board Meeting. See previous letter and calculations attached.

If you elect to not design the system as set forth in Section 31 of the Stormwater Applicant's Handbook, demonstrate that the system proposed will meet the

Mr. Chou Fang, Ph.D., P.E.
Page Four
November 24, 1998

performance criteria described in Section 20 of the Stormwater Handbook with respect to water quality requirements. Additionally, demonstrate that the system will meet the District's water quantity criteria. [40C-4.301(1)(a)(b)(c)(d)(e)(I), F.A.C.; Stormwater Applicant's Handbook Sections 20 and 31]

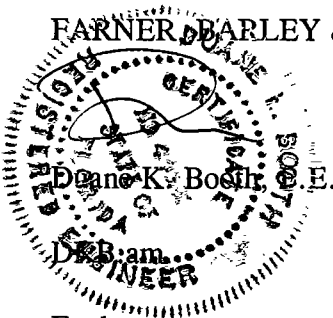
8. Has a Consumptive Use Permit been obtained for this project? Provide assurance that the Pond 9 design as proposed in this application is consistent with that permit. Will Pond 9 need to be redesigned when/if reclaimed water becomes available? [40C-4.301(1)(a)(c)(e)(f)(I), F.A.C.; 7.4 MSSW ERP Applicant's Handbook]

This item was addressed and approved as part of the individual permit. Scheduled for December Board Meeting. See previous letter and calculations attached.

Should you have any questions, please feel free to contact our office.

Sincerely,

FARNER BARLEY & ASSOCIATES, INC.



Enclosures

cc: Mr. Robert Ahrens, Lennar Homes, Inc.-Tamarac

By signing and submitting this application form, I am applying, or I am applying on behalf of the applicant, for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true complete and accurate. I understand this is an application and not a permit, and work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree, or I agree on behalf of my corporation, to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a responsible operation entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

ROBERT AHRENS

Typed/Printed Name of Applicant (If no Agent is Used) or Agent (If one is so authorized below)

Signature of Applicant/Agent

Date

[Handwritten Signature] 11/27/98

VICE PRESIDENT

(Corporate Title if applicable)

AN AGENT MAY SIGN ABOVE ONLY IF, THE APPLICANT COMPLETES THE FOLLOWING:

I hereby designate and authorize the agent listed above to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I designate and authorize the above-listed agent to bind me, or my corporation, to perform any requirement which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

Signature of Applicant

Date

(Corporate Title if applicable)

Please note: The applicant's original signature (not a copy) is required above.

PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I either own the property described in this application or I have legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by agents or personnel from the Department of Environmental Protection, the Water Management District and the U.S. Army Corps of Engineers necessary for the review and inspection of the proposed project specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review and inspection. Further, I agree to provide entry to the project site for such agents or personnel to monitor permitted work if a permit is granted.

KEENE M. GERBER

Typed/Printed Name

Signature

Date

OWNER.

(Corporate Title if applicable)

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STORM RUNOFF WORKSHEET

PROJECT # _____ PROJECT: _____ DATE: _____
 PRE-DEVELOPMENT
 POST-DEVELOPMENT

BASIN NO. 3 TOTAL AREA 23.59 STORM: 25 YEAR 96 HOUR

SOIL	GROUP	LAND USE	AREA Pervious (acres)	AREA Imperv. (acres)	CN	AREA (%)	PRODUCT CN x AREA
	A	GREEN GRASS - GOOD	14.49		39	61	23.79
	RES	30 X 4725 = 3.25					
	PUMPT	24 X 1871 = 1.03					
	85% MAINT/SHOP	5.78 ac. · 0.85 = 4.91 ←					
		9.19		9.19	98	31	3822
TOTALS							6204

GROUP	AREA Pervious	%	AREA Imperv.	%	TOTAL AREA
A					
B					
C					
D					
TOTALS					

PRODUCT COVERAGE = \overline{CN} = 6.2

$S = \frac{1000}{CN} - 10$
 $R = \frac{(P - 0.2S)^2}{(P + 0.8S)}$
 R = runoff (in.)
 P = rainfall (in.)
 RAINFALL (P) = _____ in.
 RUNOFF R = _____ in.
 _____ ac.ft.
 _____ cu.ft.

BASIN NO. 4 TOTAL AREA 18.39 STORM: 25 YEAR 96 HOUR

SOIL	GROUP	LAND USE	AREA Pervious (acres)	AREA Imperv. (acres)	CN	AREA (%)	PRODUCT CN x AREA
	A	GREEN GRASS - GOOD	15.41		39	84	3274
	RES	20 X 4725 = 2.17					
	PUMPT	0.81					
		2.98		2.98	98	14	1568
TOTALS							4844

GROUP	AREA Pervious	%	AREA Imperv.	%	TOTAL AREA
A					
B					
C					
D					
TOTALS					

PRODUCT COVERAGE = \overline{CN} = 4.8

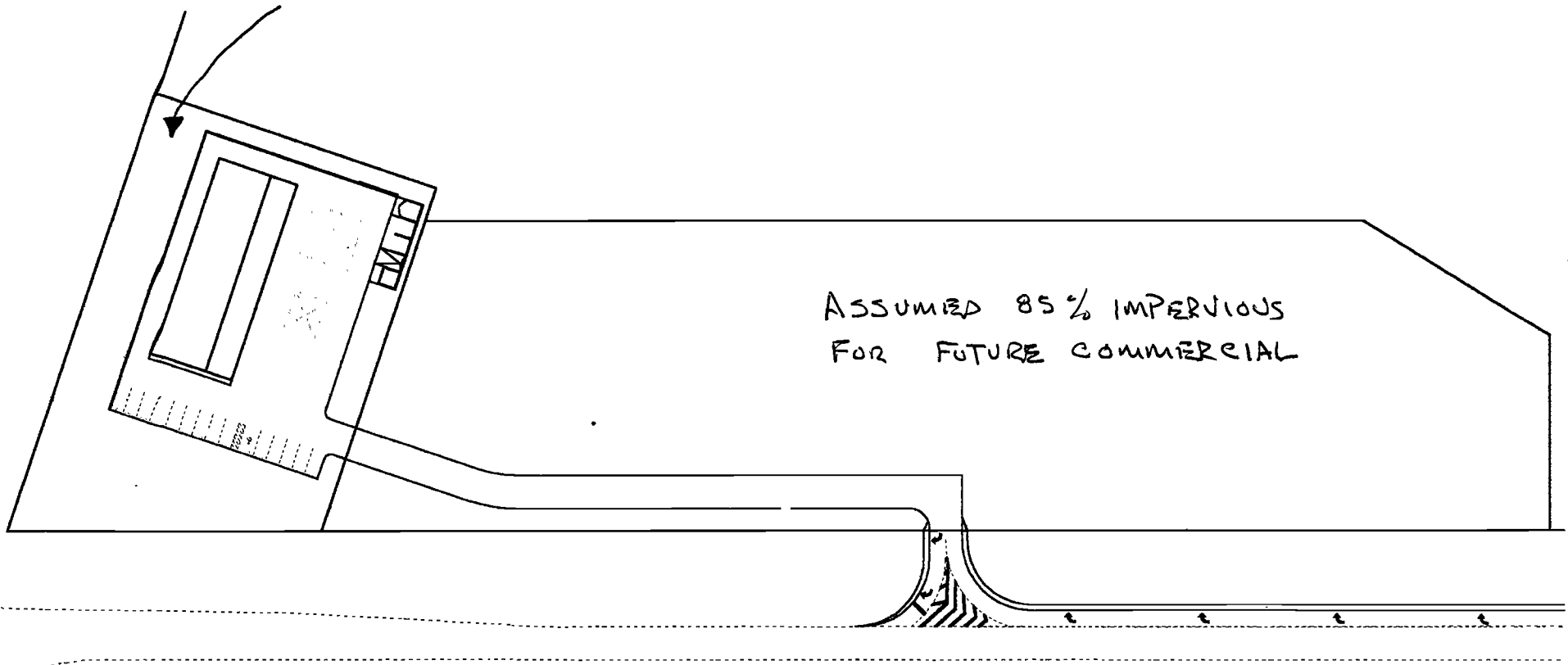
$S = \frac{1000}{CN} - 10$
 $Q = \frac{(P - 0.2S)^2}{(P + 0.8S)}$
 Q = runoff (in.)
 P = rainfall (in.)
 RAINFALL (P) = _____ in.
 RUNOFF R = _____ in.
 _____ ac.ft.
 _____ cu.ft.

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GOLF MAINTENANCE FACILITY

TOTAL AREA	64,101 S.F.
PERVIOUS AREA	30,400 S.F. - 47.43%
IMPERVIOUS AREA	33,701 S.F. - 52.57%



ASSUMED 85% IMPERVIOUS
FOR FUTURE COMMERCIAL

#5

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LEGENDS
PHASE AND BASIN CORRELATION
IMPERVIOUS AREA (AC.)

BASIN	PHASES										TOTAL	
	1	2	3	4	5	6	7	8	9	10		
I	1.18		0.26									1.44
2A	2.33											2.33
2B	3.53											3.53
2C*	1.12									1.39		4.92
3	5.53											5.53
4	2.98								3.66			9.19
6												2.98
7	1.18											0
8		0.67									5.23	6.95
9**		1.07										0.67
10			2.01	1.30								1.07
11			1.40	1.15								3.31
12		3.11	0.38									2.55
14		1.34										3.49
15	3.18	0.10										1.34
16					4.87							3.28
18					5.92							4.87
19					2.31	.04						5.92
20		0.57	1.06	0.08		.04						2.35
21			0.43	6.48			0.38					1.75
22				0.04		0.43	1.76					7.29
23		0.84			1.99	6.90	0.10	0.35				2.23
24						0.27	8.02	5.11				10.18
TOTAL	21.03	7.70	5.54	9.05	15.63	7.78	10.16	5.46	3.66	6.62		92.63

* DOES NOT INCLUDE 1.37 AC. FOR WET POND
 ** DOES NOT INCLUDE 1.72 AC. FOR WET POND (IRRIGATION)

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LEGENDS
PHASE AND BASIN CORRELATION
PERVIOUS AREA (AC.)

BASIN	PHASES										TOTAL	
	1	2	3	4	5	6	7	8	9	10		
1	1.61		0.13									1.74
2A	2.89											2.89
2B	3.21									0.21		3.42
2C	1.68											1.68
3	5.30								.65			5.95
4	4.54											4.54
6												0
7	1.73				0.67					1.21		3.61
8		1.12										1.12
9		1.23										1.23
10			2.09	1.92								4.01
11			2.90	1.65								4.55
12		2.69	0.47									3.16
14		1.96										1.96
15	4.78	0.20										4.98
16					6.83							6.83
18					7.87							7.87
19					5.09	0.16						5.25
20		0.73	1.34	0.12		0.40						2.59
21			0.52	9.90				0.72				11.14
22				0.11		1.27	1.94					3.32
23		2.15			2.40	6.90	0.20	0.65				12.31
24						0.43	12.83	8.29				21.55
TOTAL	25.74	10.08	7.45	13.70	22.86	9.16	15.69	8.95	0.65	1.42		115.70

POND VOLUME

PROJECT: LEGENDS

PROJECT NO.: _____

DESCRIPTION: POND 1

DATE: 6/4/98

ELEVATION	AREA (SQ. FT.)	AVERAGE AREA (SQ. FT.)	DELTA HEIGHT (FEET)	DELTA VOLUME (CU. FT.)	STORAGE (CU. FT.)	STORAGE (AC. FT.)
200	11173				0	0
		13102	1	13102		
201	15030				13102	0.30
		17178	1	17178		
202	19325				30280	0.70
		21666	1	21666		
203	24007				51946	1.19
		26722	1	26722		
204	29436				78668	1.81
		32301	1	32301		
205	35165				110969	2.54

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POND VOLUME

PROJECT: LEGENDS PROJECT NO.: _____

DESCRIPTION: POND 6 DATE: 6/4/98

ELEVATION	AREA (SQ. FT.)	AVERAGE AREA (SQ. FT.)	DELTA HEIGHT (FEET)	DELTA VOLUME (CU. FT.)	STORAGE (CU. FT.)	STORAGE (AC. FT.)
203	56300				0	0
		58821	1	58821		
204	61270				58821	1.35

Blank area for additional notes or calculations.

POND VOLUME

PROJECT: LEGENDS

PROJECT NO.: 961504.001

DESCRIPTION: POND 9

DATE: 10/25/98

ELEVATION	AREA (SQ. FT.)	AVERAGE AREA (SQ. FT.)	DELTA HEIGHT (FEET)	DELTA VOLUME (CU. FT.)	STORAGE (CU. FT.)	STORAGE (AC. FT.)
228	25078				0	0
		27,705	1	27,705		
229	30331				27,705	0.64
		33,119	1	33,119		
230	35906				60,824	1.40
		38,860	1	38,860		
231	41813				99,684	2.29
		44,893	1	44,893		
232	47972				144,577	3.32
		51,165	1	51,165		
233	54357				195,742	4.49
		57,663	1	57,663		
234	60969				253,405	5.82
		64,388	1	64,388		
235	67806				317,793	7.30
		71,339	1	71,339		
236	74870				389,132	8.93
		78,516	1	78,516		
237	82160				467,648	10.74
		85,919	1	85,919		
238	89676				553,567	12.71
		93,548	1	93,548		
239	97419				647,115	14.86
		119,597	1	119,597		
240	141774				766,712	17.60

POND VOLUME

PROJECT: LEGENDS

PROJECT NO.: _____

DESCRIPTION: POND 23

DATE: 6/5/98

ELEVATION	AREA (SQ. FT.)	AVERAGE AREA (SQ. FT.)	DELTA HEIGHT (FEET)	DELTA VOLUME (CU. FT.)	STORAGE (CU. FT.)	STORAGE (AC. FT.)
134	10714				0	0
		12550	1	12550		
135	14385				12550	0.29
		16540	1	16540		
136	18695				29040	0.67
		20851	1	20851		
137	23006				49941	1.15
		25162	1	25162		
138	27317				75103	1.72
		29472	1	29472		
139	31627				104575	2.40
		33783	1	33783		
140	35938				138358	3.18
		38968	1	38968		
141	41998				177326	4.07
		45029	1	45029		
142	48059				222355	5.10
		51090	1	51090		
143	54120				273445	6.28
		57150	1	57150		
144	60180				330595	7.59
		63211	1	63211		
145	66241				393806	9.09
		70096	1	70096		
146	73950				463902	10.65
		77805	1	77805		
147	81660				541707	12.44
		93224	3	279672		
150	104788				821379	18.86



POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500

SUNCOM 904-860-4500

TDD 904-329-4450

TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4504

(Planning and Acquisition) 329-4848

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-887-4300
TDD 407-887-4300

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
TDD 904-448-7900

PERMITTING:
305 East Drive
Melbourne, Florida 32904
407-984-4940
TDD 407-722-5368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32835-8109
407-752-3100
TDD 407-752-3102

CONSUMPTIVE USE PERMIT
CHAPTER 40C-20, F.A.C.

PERMIT NO. 20-069-0093M DATE ISSUED: June 15, 1998

AUTHORIZATION:

USE OF GROUND WATER FROM THE FLORIDAN AQUIFER AND RECLAIMED WATER FROM THE CITY OF CLERMONT FOR IRRIGATION OF 151 ACRES OF GOLF COURSE AND LANDSCAPE TURF. FORMERLY KNOWN AS 2-069-1098AURM.

LOCATION: Sections 04 05 08 09; Township 23; Range 26 EAST
Lake County
THE LEGENDS GOLF COURSE (LAKE LOUISA CLUB)

ISSUED TO:
(owner)

LENNAR HOMES, INC.
ATTN: ROBERT AHRENS
7600 NOB HILL ROAD
TAMARAC, FL 33321

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ORLANDO
SJRWMD

This document shall serve as the formal permit for water use in accordance with Chapter 40C-20, F.A.C. This permit is issued by the St. Johns River Water Management District and subject to the enclosed limiting conditions.

This permit is a legal document and should be read and kept with your other important records. The referenced permit conditions may require submittal of additional information including water use reporting on form EN-50. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Permit issuance does not relieve the permittee from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over this work. Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof. This permit does not convey to Permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Dan Roach, CHAIRMAN
FERNANDINA BEACH

Kathy Chinoy, VICE CHAIRMAN
PONTE VEDRA

James T. Swann, TREASURER
COCOA

Otis Mason, SECRETARY
ST. AUGUSTINE

William M. Segal
MAITLAND

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

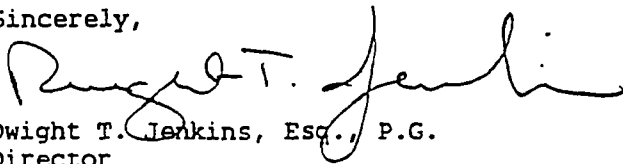
Reid Hughes
DAYTONA BEACH

20-069-0093M
LENNAR HOMES, INC.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has 19 days from the date on which the notice is received or 14 days from the date on which the notice is published, to file a petition for an administrative hearing pursuant to Chapter 120.57, F.S. Receipt of such a petition by the District may result in this permit becoming null and void.

This permit may be revoked or transferred at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

Sincerely,



Dwight T. Jenkins, Esq., P.G.
Director
Division of Water Use Regulation

Enclosures: Notice of Rights
Conditions for Issuance

CC: District Permit File

"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 20-069-0093M

LENNAR HOMES, INC.

DATED June 15, 1998

1. District authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, as declared by the District Governing Board, the permittee must adhere to reductions in water withdrawals as specified by the District.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, Modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of permit application may not be significantly adversely impacted by the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, F.A.C..
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. Golf course and recreational irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:
 - A. Irrigation using a micro-irrigation system is allowed anytime.
 - B. Facilities using reclaimed water for irrigation may do so at anytime provided appropriate signs are placed on the property to inform the general public and District personnel of such use. Such signs must be in accordance with local restrictions.
 - C. The use of recycled water from wet detention treatment ponds to irrigate golf courses and recreational areas is allowed anytime provided the ponds are not augmented from any ground or off-site surface water sources.
 - D. Irrigation of, or in preparation for planting, new golf courses and recreational areas is allowed at any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment. Irrigation of newly seeded or sprigged golf course areas is allowed any time of day for one 60 day period.
 - E. Chemigation and fertigation are allowed at any time of day one time per week, and anytime during the normal 4:00 p.m. to 10:00 a.m. irrigation hours.
 - F. Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer or best management practices is allowed anytime within 24 hours of application.

20-069-0093M

- G. Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.
 - H. The use of water to protect golf course turf from heat stress damage is allowed anytime, provided the watering does not exceed ten minutes per hour per zone.
10. If chemicals are injected into the irrigation system, the well or surface pump must be equipped with backflow prevention devices installed pursuant to Section 5E-2.030, F.A.C.
 11. Whenever feasible, the permittee must use native vegetation that requires little supplemental irrigation for landscaping within the service area of the project.
 12. All submittals made to demonstrate compliance with this permit must include the CUP number 20-069-0093M plainly labeled.
 13. This permit will expire 20 years from the date of issuance.
 14. The permittee must utilize reclaimed water to supply the water needs of this project for golf course irrigation as soon as it becomes available.
 15. Maximum annual ground water withdrawals for irrigation must not exceed 0.79 million gallons per acre, with a total maximum annual withdrawal not to exceed 119.20 million gallons, from the date of permit issuance through December 31, 2001. The average annual water use should be less than this amount in all years except for a 2 in 10 year drought.
 16. Maximum annual reclaimed water withdrawals for irrigation must not exceed 0.79 million gallons per acre, with a total maximum annual withdrawal not to exceed 119.20 million gallons, from January 1, 2002, through the expiration date of this permit, unless excess reclaimed water is available and not committed for other reasonable beneficial uses.
 17. Maximum annual ground water withdrawals for backup use for irrigation must not exceed 0.16 million gallons per acre, with a total maximum annual withdrawal not to exceed 24.00 million gallons, from January 1, 2002, through the expiration date of this permit. The average annual water use should be less than this amount in all years except for a 2 in 10 year drought.

18. Prior to beginning usage, well no. IR-1, as listed on the application, must be equipped with a totalizing flowmeter. This meter must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications. Documentation (i.e. manufacturer's specifications and photo) of the proper installation of this meter must be submitted within 30 days of meter placement.
19. Total withdrawal from well no. IR-1 as listed on the application, must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31

- After January 1, 2002, if ground water is used as a backup source for irrigation, the permittee must document the reason(s) that reclaimed water was not available during the period of time in which the ground water was used, and must document the time and dates during which reclaimed water was not available.
20. The permittee must maintain all meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
 21. The permittee must have all flowmeters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.
 22. The permittee shall submit to the District a compliance report pursuant to subsection 373.236(3), F.S., every 5 years during the term of the permit. The permittee shall submit the report by July 31st of the required year. The report shall contain sufficient information to demonstrate that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for permit issuance set forth in the District rules that existed at the time the permit was issued for 20 years by the District. At a minimum, the compliance report must:

20-069-0093M

- (a) meet the submittal requirements of section 4.2 of the Applicant s Handbook: Consumptive Uses of Water, October 20, 1996; and
 - (b) document the current status of the availability and use of reclaimed water for golf course irrigation, and must document the percentage of the irrigation needs which are being met by the reclaimed water. If reclaimed water is not providing 100% of the golf course irrigation needs, the permittee must submit a progress report documenting the anticipated date when reclaimed water will be able to meet 100% of the golf course irrigation needs, in addition to any problems encountered which may delay the conversion to reclaimed water.
23. The permittee must implement the Water Conservation Plan submitted to the District on December 3, 1997, in accordance with the schedule contained therein.
24. The permittee must follow the recommendations set forth in the Florida Lawn Maintenance Manual compiled and published by the Institute of Food and Agricultural Science at the University of Florida.
25. The lowest quality water source, such as reclaimed water or surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Section 120.569 and 120.573, Florida Statutes, and rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to District rule 40C-1.511, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, Highway 100 West, Palatka, Florida 32178-1429 within nineteen (19) days of the District depositing notice of its intent in the mail (for those persons to whom the District mails actual notice) or within fourteen (14) days of newspaper publication of the notice of its intent (for those persons to whom the District does not mail actual notice). Such a petition must comply with District rule 40C-1.521, Florida Administrative Code.
2. If the Governing Board took action which substantially differs from the notice of intent to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing. Pursuant to District rule 40C-1.511, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, Highway 100 West, Palatka, Florida 32178-1429, within nineteen (19) days of the District depositing notice of final agency action the the mail (for those persons to whom the District mails actual notice) or within fourteen (14) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with District rule 40C-1.521, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Section 40C-1.521(2), Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.659 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Section 40C-1.521(2), Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida. (Section 40C-1.013, Florida Administrative Code)
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Section 40C-1.511, Florida Administrative Code)
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 40C-1, Florida Administrative Code.

NOTICE OF RIGHTS

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's intent to grant or deny a permit application, apply for a special master proceeding under section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, Highway 100 West, Palatka, Florida 32178-1429. A request for relief must contain the information listed in subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above. (Paragraph 70.51(10)(b), Florida Statutes) However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding. (Subsection 70.51(10)(b), Florida Statutes)
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding. (Subsection 70.51(3), Florida Statutes)
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the district court of appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District courts of appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

NOTICE OF RIGHTS

15. Failure to observe the relevant time frames will result in waiver of that right to review.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

LENNAR HOMES, INC.
ATTN: ROBERT AHRENS
7600 NOB HILL ROAD
TAMARAC, FL 33321

at 4:00 p.m. this ¹⁷~~16~~ day of JUNE, 1998

Gloria Jean Lewis

Permit Data Services
Director, Gloria Lewis

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(904) 329-4566

20-069-0093AM

I. Job Information

Job Name: POND9
Engineer: KK
Date: 10/20/98

POND # 9 SDRM 1

II. Input Data

Equivalent Pond Length, [L] (ft): 410.00
Equivalent Pond Width, [W] (ft): 380.00

Base Of Aquifer Elevation, [B] (ft above datum): 236.00
Water Table Elevation, [WT] (ft above datum): 236.10
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day) 19.00
Fillable Porosity of Aquifer, [n] (%): 30.00

Is there a ditch parallel to the pond length axis?: No

Is there a ditch parallel to the pond width axis?: No

Include unsaturated vertical infiltration?: Yes
Unsaturated vertical infiltration rate, (ft/day): 9.50
Maximum area for unsaturated infiltration, (sq ft): 141775

Groundwater mound intersects pond bottom?: Yes

RECEIVED

NOV 25 1998
4-069-0357A/ELP
PDS
ORLANDO
SJR WMD

OCT 21 1998

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Parner, Barley & Associates, Inc.

III. Input Data - Discharge Structures

Weir (or Orifice) #1 is Inactive

Weir (or Orifice) #2 is Inactive

Weir (or Orifice) #3 is Inactive

IV. Input Data - Stage vs Area Data

Stage (ft datum)	Area (ft ²)
238.000	89676.0
239.000	97419.0
240.000	141775.0

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

VII. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
0.00	0.00000	236.10	0.000000	0.000000	N.A.
1.00	0.00000	236.10	0.000000	0.000000	U
2.00	0.00000	236.10	0.000000	0.000000	U
3.00	0.00000	236.10	0.000000	0.000000	U
4.00	0.00000	236.10	0.000000	0.000000	U
5.00	0.00000	236.10	0.000000	0.000000	U
6.00	0.00000	236.10	0.000000	0.000000	U
7.00	0.00000	236.10	0.000000	0.000000	U
8.00	0.00000	236.10	0.000000	0.000000	U
9.00	0.00000	236.10	0.000000	0.000000	U
10.00	0.00000	236.10	0.000000	0.000000	U
11.00	0.00000	236.10	0.000000	0.000000	U
12.00	0.00000	236.10	0.000000	0.000000	U
13.00	0.00000	236.10	0.000000	0.000000	U
14.00	0.00000	236.10	0.000000	0.000000	U
15.00	0.00000	236.10	0.000000	0.000000	U
16.00	0.00000	236.10	0.000000	0.000000	U
17.00	0.00000	236.10	0.000000	0.000000	U
18.00	0.00000	236.10	0.000000	0.000000	U
19.00	0.00000	236.10	0.000000	0.000000	U
20.00	0.00000	236.10	0.000000	0.000000	U
21.00	0.00000	236.10	0.000000	0.000000	U
22.00	0.00000	236.10	0.000000	0.000000	U
23.00	0.00000	236.10	0.000000	0.000000	U
24.00	0.00000	236.10	0.000000	0.000000	U
25.00	0.00000	236.10	0.000000	0.000000	U
26.00	0.00000	236.10	0.000000	0.000000	U
27.00	0.00000	236.10	0.000000	0.000000	U
28.00	0.00000	236.10	0.000000	0.000000	U
29.00	0.00000	236.10	0.000000	0.000000	U
30.00	0.00000	236.10	0.000000	0.000000	U
31.00	0.00000	236.10	0.000000	0.000000	U
32.00	0.00000	236.10	0.000000	0.000000	U

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

VII. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
33.00	0.00000	236.10	0.000000	0.000000	U
34.00	0.00000	236.10	0.001205	0.000000	U
35.00	0.00482	236.10	0.005962	0.000000	U
36.00	0.01421	236.10	0.014172	0.000000	U
37.00	0.02345	236.10	0.023382	0.000000	U
38.00	0.03242	236.10	0.032362	0.000000	U
39.00	0.04116	236.11	0.041240	0.000000	U
40.00	0.05022	236.11	0.050410	0.000000	U
41.00	0.06004	236.12	0.059730	0.000000	U
42.00	0.06862	236.12	0.068560	0.000000	U
43.00	0.07696	236.13	0.076662	0.000000	U
44.00	0.08411	236.13	0.083745	0.000000	U
45.00	0.08980	236.14	0.090172	0.000000	U
46.00	0.09698	236.15	0.096937	0.000000	U
47.00	0.10399	236.16	0.107190	0.000000	U
48.00	0.12380	236.17	0.127910	0.000000	U
49.00	0.16005	236.18	0.156493	0.000000	U
50.00	0.18207	236.19	0.185015	0.000000	U
51.00	0.21587	236.21	0.215782	0.000000	U
52.00	0.24932	236.23	0.255205	0.000000	U
53.00	0.30631	236.26	0.304350	0.000000	U
54.00	0.35546	236.28	0.364012	0.000000	U
55.00	0.43882	236.32	0.446567	0.000000	U
56.00	0.55317	236.36	0.578758	0.000000	U
57.00	0.76987	236.41	0.785058	0.000000	U
58.00	1.04732	236.49	1.230970	0.000000	U
59.00	2.05937	236.62	5.706776	0.000000	U
60.00	20.83158	238.06	9.887222	0.000000	U/P
61.00	3.44749	238.15	6.328944	0.000000	U/P
62.00	1.99899	238.15	1.514554	0.000000	U/S
63.00	1.43672	238.21	0.254460	0.000000	S
64.00	1.25387	238.25	0.207319	0.000000	S
65.00	0.88022	238.29	0.180956	0.000000	S

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

VII. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
66.00	0.87989	238.31	0.164630	0.000000	S
67.00	0.88414	238.34	0.153815	0.000000	S
68.00	0.78763	238.37	0.145101	0.000000	S
69.00	0.59608	238.39	0.137371	0.000000	S
70.00	0.59525	238.41	0.131240	0.000000	S
71.00	0.59651	238.43	0.126373	0.000000	S
72.00	0.50235	238.44	0.121286	0.000000	S
73.00	0.31377	238.45	0.115975	0.000000	S
74.00	0.31189	238.46	0.111279	0.000000	S
75.00	0.31231	238.47	0.107650	0.000000	S
76.00	0.31359	238.48	0.104637	0.000000	S
77.00	0.31573	238.49	0.102037	0.000000	S
78.00	0.31618	238.49	0.099594	0.000000	S
79.00	0.31663	238.50	0.097491	0.000000	S
80.00	0.31619	238.51	0.095926	0.000000	S
81.00	0.31494	238.52	0.094139	0.000000	S
82.00	0.31533	238.53	0.092578	0.000000	S
83.00	0.31574	238.54	0.091235	0.000000	S
84.00	0.31615	238.55	0.089895	0.000000	S
85.00	0.31657	238.55	0.088951	0.000000	S
86.00	0.31697	238.56	0.087797	0.000000	S
87.00	0.31737	238.57	0.086848	0.000000	S
88.00	0.31862	238.58	0.086137	0.000000	S
89.00	0.32074	238.59	0.085246	0.000000	S
90.00	0.32116	238.60	0.084310	0.000000	S
91.00	0.32154	238.61	0.083506	0.000000	S
92.00	0.32105	238.62	0.083249	0.000000	S
93.00	0.31973	238.63	0.082978	0.000000	S
94.00	0.32008	238.63	0.082142	0.000000	S
95.00	0.32046	238.64	0.081287	0.000000	S
96.00	0.21385	238.65	0.080771	0.000000	S
432.00	0.00000	238.34	----	----	N.A.

ELEVATION
 AT 14 DAYS

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Parner, Barley & Associates, Inc.

VIII. Summary - Cumulative Volumes, Peaks Rates, and Peak Stage

Inflow

Peak Inflow Rate, (cfs):	20.83
Time, (hrs):	60.00
Cumulative Inflow Volume, (ft ³):	177475

Stage

Peak Stage, (ft datum):	238.65
Time, (hrs):	96.00

Overflow Discharge

Peak Discharge Rate, (cfs):	0.00
Time, (hrs):	0.00
Cumulative weir discharge volume, (ft ³):	0

Infiltration Rate

Peak Infiltration Rate, (cfs):	9.8872
Time, (hrs):	60.00
Cumulative Infiltration Volume, (ft ³):	146656

Written By Devo Seereeran, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

Retention Pond Recovery Analysis - Inflow Hydrograph

I. Job Information

Job Name: POND9
Engineer: KK
Date: 10/20/98

II. Input Data

Equivalent Pond Length, [L] (ft): 410.00
Equivalent Pond Width, [W] (ft): 380.00

Base Of Aquifer Elevation, [B] (ft above datum): 236.00
Water Table Elevation, [WT] (ft above datum): 236.10
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day) 19.00
Fillable Porosity of Aquifer, [n] (%): 30.00

Is there a ditch parallel to the pond length axis?: No

Is there a ditch parallel to the pond width axis?: No

Include unsaturated vertical infiltration?: Yes
Unsaturated vertical infiltration rate, (ft/day): 9.50
Maximum area for unsaturated infiltration, (sq ft): 141775

Groundwater mound intersects pond bottom?: Yes

Written By Devo Seareeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Parner, Barley & Associates, Inc.

III. Input Data - Discharge Structures

Weir (or Orifice) #1 is Inactive

Weir (or Orifice) #2 is Inactive

Weir (or Orifice) #3 is Inactive

IV. Input Data - Stage vs Area Data

Stage (ft datum)	Area (ft ²)
238.340	92309.0
239.000	97419.0
240.000	141775.0

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

VIII. Summary - Cumulative Volumes, Peaks Rates, and Peak Stage

Inflow

Peak Inflow Rate, (cfs): 20.83
Time, (hrs): 60.00

Cumulative Inflow Volume, (ft³): 177475

Stage

Peak Stage, (ft datum):
Time, (hrs):

238.86
96.00

FINAL PEAK STAGE

Overflow Discharge

Peak Discharge Rate, (cfs): 0.00
Time, (hrs): 0.00

Cumulative weir discharge volume, (ft³): 0

Infiltration Rate

Peak Infiltration Rate, (cfs): 10.1712
Time, (hrs): 60.00

Cumulative Infiltration Volume, (ft³): 128843

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 10/27/98

Date Received: 10/23/98

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: PENDING APPL. CORR.

F.O.R.:

P

Project Name: LEGENDS, PHASE I

 * Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

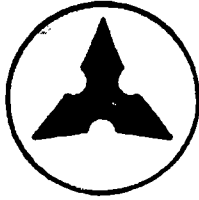
GENERAL COUNSEL:

Comments:

SIGNED, SEALED AND DATED WATER QUALITY DATA

Copied and Routed By: La on 10-27-98
 MAIL ROUTED FROM: ORL PROCESSED BY: SA

PAC



FARNER BARLEY

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

AND ASSOCIATES, INC

COMPANY: <u>ST. JOHNS RIVER WATER MANAGEMENT DISTRICT</u>	DATE: <u>10/22/98</u> JOB #- <u>961504.001</u>
ADDRESS: <u>VIA CERTIFIED MAIL</u>	ATTN: <u>CHOU FANG, PH.D., P.E.</u>
<u>618 E. SOUTH STREET</u>	RE: <u>LEGENDS-INDIVIDUAL</u>
CITY/ST: <u>ORLANDO, FL 32801</u>	

WE ARE SENDING YOU ATTACHED UNDER SEPARATE COVER VIA _____ THE FOLLOWING:

<input type="checkbox"/> PLANS	<input type="checkbox"/> LETTER	<input type="checkbox"/> SHOP DRAWINGS
<input type="checkbox"/> SPECIFICATIONS	<input type="checkbox"/> DRAWINGS	<input type="checkbox"/> REPORT
<input type="checkbox"/> MAPS/PHOTOS	<input type="checkbox"/> BIDS	<input type="checkbox"/> INFORMATION
<input checked="" type="checkbox"/> OTHER _____		


RECEIVED
 EXCHANGE ORDER
 PERMIT APPLICATION
 OCT 23 1998
 4-069-0357 AM ERP
 PDS
 ORLANDO
 SJR-WMD

NO.	COPIES	DATE	DESCRIPTION
1	1		ORIGINAL BASIN 9 WATER QUALITY (SIGNED, SEALED, & DATED 10/22/98)

THESE ARE BEING TRANSMITTED AS INDICATED BELOW:

<input checked="" type="checkbox"/> AS REQUESTED	<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> FOR REVIEW AND COMMENT
<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> PER DISCUSSION	<input type="checkbox"/> RETURNED AFTER LOAN
<input type="checkbox"/> OTHER _____		

COMMENTS: SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT OUR OFFICE.

CC: FILE SIGNED:  DUANE K. BOOTH, P.E.

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

Retention Pond Recovery Analysis

I. Job Information

Job Name: POND9
 Engineer: KK
 Date: 10/23/98

II. Input Data

Equivalent Pond Length, [L] (ft):	410.00
Equivalent Pond Width, [W] (ft):	380.00
Pond Bottom Elevation, [PB] (ft above datum):	238.00
Porosity Of Material Within Pond, [p] (%):	100.00
Base Of Aquifer Elevation, [B] (ft above datum):	236.00
Water Table Elevation, [WT] (ft above datum):	236.10
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day)	19.00
Fillable Porosity of Aquifer, [n] (%):	30.00
Vertical Unsaturated Infiltration, [Iv] (ft/day):	9.50
Runoff Volume, [V] (cubic feet)	166846.00
Percent Recovery Of Runoff Volume, [PV] (%)	16.99

III. Results

UNSATURATED FLOW

Recovery Time From Unsaturated Flow, [T1] (days):	0.0192
Recovered Volume From Unsaturated Flow, [V1] (ft ³):	28347.13

SATURATED FLOW

Recovery Time From Saturated Flow, [T2] (days):	0.0000
Recovered Volume From Saturated Flow, [V2] (ft ³):	0.00
Maximum Radius Of Influence, [R] (ft):	0.00
Maximum Driving Head, [Hmax] (ft):	0.000
Minimum Driving Head, [Hmin] (ft):	0.000

TOTAL

Total Recovery Time, [T] (days):	0.0192
Total Recovered Volume, [V] (ft ³):	28347.13

BASIN 9: WATER QUALITY

AREA = 7.81 AC.

35.7% Impervious
 64.3% Pervious

Treatment Volume =
 1/2" Runoff + 1/2" for
 on line treatment.

$$V = 1" \times 7.81 \text{ AC} \times \frac{1 \text{ ft}}{12 \text{ in}} \times 43560 \frac{\text{SF}}{\text{Ac}}$$

$$V = 28,350 \text{ CF}$$

TOTAL RUNOFF 25-96 storm
 = 166846 CF

$$\% \text{ Recovery} = \frac{28,350 \text{ CF}}{166,846 \text{ CF}} = 16.99 \%$$

Treatment Volume Recovery
 Time above Liner = 0.46 HRS.



RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 10/22/98

Date Received: 10/22/98

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI RESPONSE

F.O.R.:

P

Project Name: LEGENDS, PHASE I

* Name Job Title Office *

CHOU FANG PROFESSIONAL ENGINEER ORL

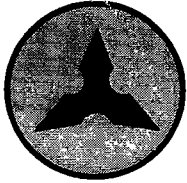
BARBARA PRYNOSKI ENVIRONMENTAL SPECIALIST ORL

GENERAL COUNSEL:

Comments:

REVISED CALCS, COPY OF CUP PERMIT #20-069-0093M

Copied and Routed By: *Sa* on 10.22-98
MAIL ROUTED FROM: ORL PROCESSED BY: SA



FARNER BARLEY

ENGINEERS ▲ SURVEYORS ▲ PLANNERS

AND ASSOCIATES, INC.

VIA FAX AND FEDERAL EXPRESS
October 21, 1998

Chou Fang, Ph.D., P.E.
Department of Resource Management
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
618 E. South Street
Orlando, FL 32801

RECEIVED
OCT 22 1998
4-069-035 AM-ERP
PDS
ORLANDO
SJR WMD.

RE: LEGENDS - INDIVIDUAL (FBA #961504.001), APPLICATION NUMBER #4-069-0357A-ERP

Dear Mr. Fang:

The following comments and enclosed calculations are in response to our phone conversation Monday, October 19, 1998, in regards to the above referenced project.


1. Please find the attached calculations for Pond #9 which show routing and ponds analysis of two 25 year-96 hour storm events. Storm 1 is routed with infiltration above the liner only at elevation 238 in which the peak stage is 238.65 and the stage at 14 days after the storm is 238.34. Since the pond does not naturally recover within 14 days, a second storm is analyzed with starting water elevation at 238.34 (stage at 14 days). The peak stage of the second storm is 238.86 which is still within the stormwater pond with 1.12 feet freeboard.

During a follow-up conversation with Karl Krichbaum and yourself Tuesday, October 20, 1998, you stated that you also needed response to questions 6, 7, & 8 of the request for additional information Legends Phase I Application Number 4-069-0357AM-ERP. Response to comments 6, 7, & 8 are as follows:

6. Pond #9 is a lined pond designed intentionally to hold water. Even though the pond bottom is 228 and the seasonal high ground water table is estimated at 236, the liner of the pond is designed to elevation 238 therefore, there are no effects of ground water into or out of the pond.
7. For design and calculations see item #1 above. Design was considered for 2 storms since recovery is not achieved within 14 days. Estimated ground water at pond #9 is 236 which is used in calculations enclosed.
8. A Consumptive Use Permit has been obtained for this project which includes using Pond #9 and the collected stormwater for irrigation. The pond as shown is consistent with the permit. Copy of permit attached for your use. When reclaimed water is available from the City of Clermont, the pond as designed will not need to be modified as it meets the requirements of the City of Clermont, SJRWMD Consumptive Use Permit and FDEP guidelines for reuse systems.

Should you have any questions, please feel free to contact our office.

Sincerely,
FARNER, BARLEY & ASSOCIATES, INC.


Duane K. Booth, P.E.

DKB:am

C:\WP60\KINGSRID\LEGENDS\GOLF.CRS\STJOHNS\INDIV.SUB\RESPONSE.RAI

I. Job Information

Job Name: POND9
Engineer: KK
Date: 10/20/98

POND # 9 SDRM 1

II. Input Data

Equivalent Pond Length, [L] (ft): 410.00
Equivalent Pond Width, [W] (ft): 380.00

Base Of Aquifer Elevation, [B] (ft above datum): 236.00
Water Table Elevation, [WT] (ft above datum): 236.10
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day) 19.00
Fillable Porosity of Aquifer, [n] (%): 30.00

Is there a ditch parallel to the pond length axis?: No

Is there a ditch parallel to the pond width axis?: No

Include unsaturated vertical infiltration?: Yes
Unsaturated vertical infiltration rate, (ft/day): 9.50
Maximum area for unsaturated infiltration, (sq ft): 141775

Groundwater mound intersects pond bottom?: Yes

RECEIVED
OCT 22 1998
4-069-035 AMJ/ELP
PDS
ORLANDO
SJR WMD



OCT 21 1998

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

II. Input Data - Discharge Structures

Weir (or Orifice) #1 is Inactive

Weir (or Orifice) #2 is Inactive

Weir (or Orifice) #3 is Inactive

V. Input Data - Stage vs Area Data

Stage (ft datum)	Area (ft ²)
238.000	89676.0
239.000	97419.0
240.000	141775.0

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

II. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
0.00	0.00000	236.10	0.000000	0.000000	N.A.
1.00	0.00000	236.10	0.000000	0.000000	U
2.00	0.00000	236.10	0.000000	0.000000	U
3.00	0.00000	236.10	0.000000	0.000000	U
4.00	0.00000	236.10	0.000000	0.000000	U
5.00	0.00000	236.10	0.000000	0.000000	U
6.00	0.00000	236.10	0.000000	0.000000	U
7.00	0.00000	236.10	0.000000	0.000000	U
8.00	0.00000	236.10	0.000000	0.000000	U
9.00	0.00000	236.10	0.000000	0.000000	U
10.00	0.00000	236.10	0.000000	0.000000	U
11.00	0.00000	236.10	0.000000	0.000000	U
12.00	0.00000	236.10	0.000000	0.000000	U
13.00	0.00000	236.10	0.000000	0.000000	U
14.00	0.00000	236.10	0.000000	0.000000	U
15.00	0.00000	236.10	0.000000	0.000000	U
16.00	0.00000	236.10	0.000000	0.000000	U
17.00	0.00000	236.10	0.000000	0.000000	U
18.00	0.00000	236.10	0.000000	0.000000	U
19.00	0.00000	236.10	0.000000	0.000000	U
20.00	0.00000	236.10	0.000000	0.000000	U
21.00	0.00000	236.10	0.000000	0.000000	U
22.00	0.00000	236.10	0.000000	0.000000	U
23.00	0.00000	236.10	0.000000	0.000000	U
24.00	0.00000	236.10	0.000000	0.000000	U
25.00	0.00000	236.10	0.000000	0.000000	U
26.00	0.00000	236.10	0.000000	0.000000	U
27.00	0.00000	236.10	0.000000	0.000000	U
28.00	0.00000	236.10	0.000000	0.000000	U
29.00	0.00000	236.10	0.000000	0.000000	U
30.00	0.00000	236.10	0.000000	0.000000	U
31.00	0.00000	236.10	0.000000	0.000000	U
32.00	0.00000	236.10	0.000000	0.000000	U

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

II. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
33.00	0.00000	236.10	0.000000	0.000000	U
34.00	0.00000	236.10	0.001205	0.000000	U
35.00	0.00482	236.10	0.005962	0.000000	U
36.00	0.01421	236.10	0.014172	0.000000	U
37.00	0.02345	236.10	0.023382	0.000000	U
38.00	0.03242	236.10	0.032362	0.000000	U
39.00	0.04116	236.11	0.041240	0.000000	U
40.00	0.05022	236.11	0.050410	0.000000	U
41.00	0.06004	236.12	0.059730	0.000000	U
42.00	0.06862	236.12	0.068560	0.000000	U
43.00	0.07696	236.13	0.076662	0.000000	U
44.00	0.08411	236.13	0.083745	0.000000	U
45.00	0.08980	236.14	0.090172	0.000000	U
46.00	0.09698	236.15	0.096937	0.000000	U
47.00	0.10399	236.16	0.107190	0.000000	U
48.00	0.12380	236.17	0.127910	0.000000	U
49.00	0.16005	236.18	0.156493	0.000000	U
50.00	0.18207	236.19	0.185015	0.000000	U
51.00	0.21587	236.21	0.215782	0.000000	U
52.00	0.24932	236.23	0.255205	0.000000	U
53.00	0.30631	236.26	0.304350	0.000000	U
54.00	0.35546	236.28	0.364012	0.000000	U
55.00	0.43882	236.32	0.446567	0.000000	U
56.00	0.55317	236.36	0.578758	0.000000	U
57.00	0.76987	236.41	0.785058	0.000000	U
58.00	1.04732	236.49	1.230970	0.000000	U
59.00	2.05937	236.62	5.706776	0.000000	U
60.00	20.83158	238.06	9.887222	0.000000	U/P
61.00	3.44749	238.15	6.328944	0.000000	U/P
62.00	1.99899	238.15	1.514554	0.000000	U/S
63.00	1.43672	238.21	0.254460	0.000000	S
64.00	1.25387	238.25	0.207319	0.000000	S
65.00	0.88022	238.29	0.180956	0.000000	S

Written By Devo Seereeram, Ph.D., P.E.
 And Robert D. Casper

Licensed Solely For Use By:
 Farner, Barley & Associates, Inc.

II. Results - Summary

Elapsed Time (hrs)	Inflow Rate (cfs)	Stage Elevation (ft datum)	Infiltration Rate (cfs)	Overflow Discharge Rate (cfs)	Flow Type
66.00	0.87989	238.31	0.164630	0.000000	S
67.00	0.88414	238.34	0.153815	0.000000	S
68.00	0.78763	238.37	0.145101	0.000000	S
69.00	0.59608	238.39	0.137371	0.000000	S
70.00	0.59525	238.41	0.131240	0.000000	S
71.00	0.59651	238.43	0.126373	0.000000	S
72.00	0.50235	238.44	0.121286	0.000000	S
73.00	0.31377	238.45	0.115975	0.000000	S
74.00	0.31189	238.46	0.111279	0.000000	S
75.00	0.31231	238.47	0.107650	0.000000	S
76.00	0.31359	238.48	0.104637	0.000000	S
77.00	0.31573	238.49	0.102037	0.000000	S
78.00	0.31618	238.49	0.099594	0.000000	S
79.00	0.31663	238.50	0.097491	0.000000	S
80.00	0.31619	238.51	0.095926	0.000000	S
81.00	0.31494	238.52	0.094139	0.000000	S
82.00	0.31533	238.53	0.092578	0.000000	S
83.00	0.31574	238.54	0.091235	0.000000	S
84.00	0.31615	238.55	0.089895	0.000000	S
85.00	0.31657	238.55	0.088951	0.000000	S
86.00	0.31697	238.56	0.087797	0.000000	S
87.00	0.31737	238.57	0.086848	0.000000	S
88.00	0.31862	238.58	0.086137	0.000000	S
89.00	0.32074	238.59	0.085246	0.000000	S
90.00	0.32116	238.60	0.084310	0.000000	S
91.00	0.32154	238.61	0.083506	0.000000	S
92.00	0.32105	238.62	0.083249	0.000000	S
93.00	0.31973	238.63	0.082978	0.000000	S
94.00	0.32008	238.63	0.082142	0.000000	S
95.00	0.32046	238.64	0.081287	0.000000	S
96.00	0.21385	238.65	0.080771	0.000000	S
432.00	0.00000	238.34	-----	-----	N.A.

ELEVATION
 AT 14 DAYS

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

III. Summary - Cumulative Volumes, Peaks Rates, and Peak Stage

Inflow

Peak Inflow Rate, (cfs):	20.83
Time, (hrs):	60.00
Cumulative Inflow Volume, (ft ³):	177475

Stage

Peak Stage, (ft datum):	238.65
Time, (hrs):	96.00

Overflow Discharge

Peak Discharge Rate, (cfs):	0.00
Time, (hrs):	0.00
Cumulative weir discharge volume, (ft ³):	0

Infiltration Rate

Peak Infiltration Rate, (cfs):	9.8872
Time, (hrs):	60.00
Cumulative Infiltration Volume, (ft ³):	146656

Written By Devo Seereeran, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

Retention Pond Recovery Analysis - Inflow Hydrograph

I. Job Information

Job Name: POND9
Engineer: KK
Date: 10/20/98

II. Input Data

Equivalent Pond Length, [L] (ft): 410.00
Equivalent Pond Width, [W] (ft): 380.00

Base Of Aquifer Elevation, [B] (ft above datum): 236.00
Water Table Elevation, [WT] (ft above datum): 236.10
Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day) 19.00
Fillable Porosity of Aquifer, [n] (%): 30.00

Is there a ditch parallel to the pond length axis?: No

Is there a ditch parallel to the pond width axis?: No

Include unsaturated vertical infiltration?: Yes
Unsaturated vertical infiltration rate, (ft/day): 9.50
Maximum area for unsaturated infiltration, (sq ft): 141775

Groundwater mound intersects pond bottom?: Yes

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

II. Input Data - Discharge Structures

Weir (or Orifice) #1 is Inactive

Weir (or Orifice) #2 is Inactive

Weir (or Orifice) #3 is Inactive

V. Input Data - Stage vs Area Data

Stage (ft datum)	Area (ft ²)
238.340	92309.0
239.000	97419.0
240.000	141775.0

Written By Devo Seereeram, Ph.D., P.E.
And Robert D. Casper

Licensed Solely For Use By:
Farner, Barley & Associates, Inc.

III. Summary - Cumulative Volumes, Peaks Rates, and Peak Stage

Inflow

Peak Inflow Rate, (cfs):	20.83
Time, (hrs):	60.00
Cumulative Inflow Volume, (ft ³):	177475

Stage

Peak Stage, (ft datum):	238.86	FINAL PEAK STAGE
Time, (hrs):	96.00	

Overflow Discharge

Peak Discharge Rate, (cfs):	0.00
Time, (hrs):	0.00
Cumulative weir discharge volume, (ft ³):	0

Infiltration Rate

Peak Infiltration Rate, (cfs):	10.1712
Time, (hrs):	60.00
Cumulative Infiltration Volume, (ft ³):	128843



POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429
TELEPHONE 904-329-4500 SUNCOM 904-860-4500
TDD 904-329-4450 TDD SUNCOM 860-4450
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508
(Planning and Acquisition) 329-4848

SERVICE CENTERS
618 E. South Street 7775 Baymeadows Way
Orlando, Florida 32801 Suite 102
407-887-4300 Jacksonville, Florida 32258
TDD 407-897-5960 904-730-6270
407-984-8940 TDD 904-448-7900

PERMITTING: 305 EAST DIVISION
MELBOURNE, FLORIDA 32904
407-984-8940
TDD 407-922-5368
OPERATIONS: 2133 N. WICKHAM ROAD
MELBOURNE, FLORIDA 32935-8100
407-752-3100
TDD 407-752-3102

CONSUMPTIVE USE PERMIT
CHAPTER 40C-20, F.A.C.

OCT 22 1998
4-069-035 AMERY
PDS
ORLANDO
SJR WMD

PERMIT NO. 20-069-0093M DATE ISSUED: June 15, 1998

AUTHORIZATION:

USE OF GROUND WATER FROM THE FLORIDAN AQUIFER AND RECLAIMED WATER FROM THE CITY OF CLERMONT FOR IRRIGATION OF 151 ACRES OF GOLF COURSE AND LANDSCAPE TURF. FORMERLY KNOWN AS 2-069-1098AURM.

LOCATION: Sections 04 05 08 09; Township 23; Range 26 EAST
Lake County
THE LEGENDS GOLF COURSE (LAKE LOUISA CLUB)

ISSUED TO:
(owner)

LENNAR HOMES, INC.
ATTN: ROBERT AHRENS
7600 NOB HILL ROAD
TAMARAC, FL 33321

This document shall serve as the formal permit for water use in accordance with Chapter 40C-20, F.A.C. This permit is issued by the St. Johns River Water Management District and subject to the enclosed limiting conditions.

This permit is a legal document and should be read and kept with your other important records. The referenced permit conditions may require submittal of additional information including water use reporting on form EN-50. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Permit issuance does not relieve the permittee from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over this work. Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof. This permit does not convey to Permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

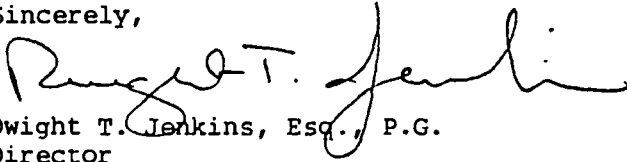
- Dan Roach, CHAIRMAN
FERNANDINA BEACH
- Kathy Chinoy, VICE CHAIRMAN
PONTE VEDRA
- James T. Swann, TREASURER
COCOA
- Otis Mason, SECRETARY
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- William M. Segal
MAITLAND
- Griffin A. Greene
VERO BEACH
- James H. Williams
OCALA
- Patricia T. Harden
SANFORD
- Reid Hughes
DAYTONA BEACH

20-069-0093M
LENNAR HOMES, INC.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has 19 days from the date on which the notice is received or 14 days from the date on which the notice is published, to file a petition for an administrative hearing pursuant to Chapter 120.57, F.S. Receipt of such a petition by the District may result in this permit becoming null and void.

This permit may be revoked or transferred at anytime pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

Sincerely,



Dwight T. Jenkins, Esq., P.G.
Director
Division of Water Use Regulation

Enclosures: Notice of Rights
Conditions for Issuance

CC: District Permit File

"EXHIBIT A"

CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 20-069-0093M

LENNAR HOMES, INC.

DATED June 15, 1998

1. District authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
2. Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, as declared by the District Governing Board, the permittee must adhere reductions in water withdrawals as specified by the District.
3. Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, Modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
4. Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
5. Legal uses of water existing at the time of permit application may not be significantly adversely impacted by the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.
6. Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the permittee.

7. The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, F.A.C..
8. A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.
9. Golf course and recreational irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:
 - A. Irrigation using a micro-irrigation system is allowed anytime.
 - B. Facilities using reclaimed water for irrigation may do so at anytime provided appropriate signs are placed on the property to inform the general public and District personnel of such use. Such signs must be in accordance with local restrictions.
 - C. The use of recycled water from wet detention treatment ponds to irrigate golf courses and recreational areas is allowed anytime provided the ponds are not augmented from any ground or off-site surface water sources.
 - D. Irrigation of, or in preparation for planting, new golf courses and recreational areas is allowed at any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment. Irrigation of newly seeded or sprigged golf course areas is allowed any time of day for one 60 day period.
 - E. Chemigation and fertigation are allowed at any time of day one time per week, and anytime during the normal 4:00 p.m. to 10:00 a.m. irrigation hours.
 - F. Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer or best management practices is allowed anytime within 24 hours of application.

20-069-0093M

- G. Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.
 - H. The use of water to protect golf course turf from heat stress damage is allowed anytime, provided the watering does not exceed ten minutes per hour per zone.
10. If chemicals are injected into the irrigation system, the well or surface pump must be equipped with backflow prevention devices installed pursuant to Section 5E-2.030, F.A.C.
 11. Whenever feasible, the permittee must use native vegetation that requires little supplemental irrigation for landscaping within the service area of the project.
 12. All submittals made to demonstrate compliance with this permit must include the CUP number 20-069-0093M plainly labeled.
 13. This permit will expire 20 years from the date of issuance.
 14. The permittee must utilize reclaimed water to supply the water needs of this project for golf course irrigation as soon as it becomes available.
 15. Maximum annual ground water withdrawals for irrigation must not exceed 0.79 million gallons per acre, with a total maximum annual withdrawal not to exceed 119.20 million gallons, from the date of permit issuance through December 31, 2001. The average annual water use should be less than this amount in all years except for a 2 in 10 year drought.
 16. Maximum annual reclaimed water withdrawals for irrigation must not exceed 0.79 million gallons per acre, with a total maximum annual withdrawal not to exceed 119.20 million gallons, from January 1, 2002, through the expiration date of this permit, unless excess reclaimed water is available and not committed for other reasonable beneficial uses.
 17. Maximum annual ground water withdrawals for backup use for irrigation must not exceed 0.16 million gallons per acre, with a total maximum annual withdrawal not to exceed 24.00 million gallons, from January 1, 2002, through the expiration date of this permit. The average annual water use should be less than this amount in all years except for a 2 in 10 year drought.

18. Prior to beginning usage, well no. IR-1, as listed on the application, must be equipped with a totalizing flowmeter. This meter must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications. Documentation (i.e. manufacturer's specifications and photo) of the proper installation of this meter must be submitted within 30 days of meter placement.
19. Total withdrawal from well no. IR-1 as listed on the application, must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31

After January 1, 2002, if ground water is used as a backup source for irrigation, the permittee must document the reason(s) that reclaimed water was not available during the period of time in which the ground water was used, and must document the time and dates during which reclaimed water was not available.

20. The permittee must maintain all meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.
21. The permittee must have all flowmeters checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.
22. The permittee shall submit to the District a compliance report pursuant to subsection 373.236(3), F.S., every 5 years during the term of the permit. The permittee shall submit the report by July 31st of the required year. The report shall contain sufficient information to demonstrate that the permittee's use of water will continue, for the remaining duration of the permit, to meet the conditions for permit issuance set forth in the District rules that existed at the time the permit was issued for 20 years by the District. At a minimum, the compliance report must:

20-069-0093M

- (a) meet the submittal requirements of section 4.2 of the Applicant s Handbook: Consumptive Uses of Water, October 20, 1996; and
 - (b) document the current status of the availability and use of reclaimed water for golf course irrigation, and must document the percentage of the irrigation needs which are being met by the reclaimed water. If reclaimed water is not providing 100% of the golf course irrigation needs, the permittee must submit a progress report documenting the anticipated date when reclaimed water will be able to meet 100% of the golf course irrigation needs, in addition to any problems encountered which may delay the conversion to reclaimed water.
23. The permittee must implement the Water Conservation Plan submitted to the District on December 3, 1997, in accordance with the schedule contained therein.
24. The permittee must follow the recommendations set forth in the Florida Lawn Maintenance Manual compiled and published by the Institute of Food and Agricultural Science at the University of Florida.
25. The lowest quality water source, such as reclaimed water or surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Section 120.569 and 120.573, Florida Statutes, and rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to District rule 40C-1.511, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, Highway 100 West, Palatka, Florida 32178-1429 within nineteen (19) days of the District depositing notice of its intent in the mail (for those persons to whom the District mails actual notice) or within fourteen (14) days of newspaper publication of the notice of its intent (for those persons to whom the District does not mail actual notice). Such a petition must comply with District rule 40C-1.521, Florida Administrative Code.
2. If the Governing Board took action which substantially differs from the notice of intent to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing. Pursuant to District rule 40C-1.511, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, Highway 100 West, Palatka, Florida 32178-1429, within nineteen (19) days of the District depositing notice of final agency action the the mail (for those persons to whom the District mails actual notice) or within fourteen (14) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with District rule 40C-1.521, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Section 40C-1.521(2), Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.659 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Section 40C-1.521(2), Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida. (Section 40C-1.013, Florida Administrative Code)
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Section 40C-1.511, Florida Administrative Code)
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 40C-1, Florida Administrative Code.

NOTICE OF RIGHTS

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's intent to grant or deny a permit application, apply for a special master proceeding under section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, Highway 100 West, Palatka, Florida 32178-1429. A request for relief must contain the information listed in subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above. (Paragraph 70.51(10)(b), Florida Statutes) However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding. (Subsection 70.51(10)(b), Florida Statutes)
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding. (Subsection 70.51(3), Florida Statutes)
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the district court of appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District courts of appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

NOTICE OF RIGHTS

15. Failure to observe the relevant time frames will result in waiver of that right to review.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

LENNAR HOMES, INC.
ATTN: ROBERT AHRENS
7600 NOB HILL ROAD
TAMARAC, FL 33321

at 4:00 p.m. this ¹⁷~~16~~ day of JUNE, 1998

Gloria Jean Lewis

Permit Data Services
Director, Gloria Lewis

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(904) 329-4566

20-069-0093AM

Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director



POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500

SUNCOM 904-860-4500

TDD 904-329-4450

TDD SUNCOM 860-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4508

(Planning and Acquisition) 329-4848

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
TDD 904-448-7900

PERMITTING:
305 East Drive
Melbourne, Florida 32904
407-984-4940
TDD 407-722-5368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-752-3100
TDD 407-752-3102

RECEIVED
11/4/98

This verifies that I have received the attached Request for Additional

Information for Application Number 4-069-035741-1 on 10/15/98.

C. deVos

Signature

C. deVos

Print Name

RECEIVED

OCT 15 1998

PDS
ORLANDO
SJR WMD

Dan Roach, CHAIRMAN
FERNANDINA BEACH

Kathy Chinoy, VICE CHAIRMAN
PONTE VEDRA

James T. Swann, TREASURER
COCALA

Otis Mason, SECRETARY
ST. AUGUSTINE

William M. Segal
MAITLAND

Griffin A. Greene
VERO BEACH

James H. Williams
OCALA

Patricia T. Harden
SANFORD

Reid Hughes
DAYTONA BEACH

RESOURCE MANAGEMENT ROUTING SHEET

Application Number: 4-069-0357AM-ERP

Date : 10/19/98

Date Received: 10/15/98

Appl. Received: 9/15/98

Date Issued: / /

Related Permit:

Mail Type: RAI LETTER

F.O.R.:

Project Name: LEGENDS, PHASE I

 * Name Job Title Office *

CHOU FANG	PROFESSIONAL ENGINEER	ORL
-----------	-----------------------	-----

BARBARA PRYNOSKI	ENVIRONMENTAL SPECIALIST	ORL
------------------	--------------------------	-----

GENERAL COUNSEL:

Comments:

Copied and Routed By: CD on 10/19/98
 MAIL ROUTED FROM: ORL PROCESSED BY: CD



Henry Dean, Executive Director
John R. Wehle, Assistant Executive Director

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429

TELEPHONE 904-329-4500 1-800-451-7106 SUNCOM 904-860-4500

TDD 904-329-4450 TDD SUNCOM 860-4450

FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508

SERVICE CENTERS

618 E. South Street
Orlando, Florida 32801
407-897-4300
1-877-228-1658
TDD 407-897-5960

7775 Baymeadows Way
Suite 102
Jacksonville, Florida 32256
904-730-6270
1-800-852-1563
TDD 904-448-7900

PERMITTING:
305 East Drive
Melbourne, Florida 32904
407-984-4940
1-800-295-3264
TDD 407-722-5368

OPERATIONS:
2133 N. Wickham Road
Melbourne, Florida 32935-8109
407-752-3100
TDD 407-752-3102

October 15, 1998

HAND DELIVERED

Mr. Duane K. Booth, P.E.
Farner, Barley & Associates, Inc.
350 North Sinclair Avenue
Tavares, FL 32778

ENTERED
10/19

Re: Legends, Phase I
Application Number 4-069-0357AM-ERP
(Please reference the above number on any submittal)
(Formerly Application Number 40-069-0327A-ERP)

Dear Mr. Booth:

The St. Johns River Water Management District is in receipt of your Standard General Environmental Resource Permit (ERP) application. Please be advised that this application has been given the status of an Individual ERP application pursuant to section 6.2.3, Applicant's Handbook. This change is administrative and requires no application resubmittal by the applicant.

An Individual ERP application status is now required for your project because the system exceeds the standard general permit thresholds and requirements stated below:

- a. Serves a project with a total land area equal to or exceeding one hundred acres pursuant to 40C-4.401(2)(b)2 and 40C-40.302(2)(b), F.A.C.; and
- b. This application is for Phase I of a 403 acre development for which an Individual Environmental Resource Permit application is currently under review, and
- c. The proposed stormwater reuse pond is an alternative treatment system and systems using alternative treatment cannot be processed as a standard general permit application pursuant to 40C-42.024(3)(b), F.A.C.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit five (5) copies of all requested information unless otherwise indicated by a specific information request.

Dan Roach, CHAIRMAN FERNANDINA BEACH	Kathy Chinoy, VICE CHAIRMAN PONTE VEDRA	James T. Swann, TREASURER COCOA	Otis Mason, SECRETARY ST. AUGUSTINE
William M. Segal MAITLAND	Griffin A. Greene VERO BEACH	James H. Williams OCALA	Patricia T. Harden SANFORD
			Reid Hughes DAYTONA BEACH

Administrative Review

1. The section A of the application must be signed by the applicant who is the entity to receive the permit. Please submit a revised section A executed by the applicant. [373.413(2)(h), F.S.]
2. Since the entity to receive the permit is not the owner, please provide documentation of sufficient legal authorization for the applicant to obtain this permit and to perform the work (e.g., lease, option to purchase, etc.). [373.413(2)(h), 40C-42.025(6), F.A.C.]
3. The correct application fee for this individual Environmental Resource Permit application is \$3000.00 for a project with less than one acre of dredging and filling in wetlands or other surface water. The District has received \$1000.00 on September 15, 1998. Please remit the difference \$2000.00 payable to the St. Johns River Water Management District. [40C-41.603(4)(a)1, F.A.C.]

Engineering Review

4. Please verify who will be responsible for the operation and maintenance of the proposed surface water management system. Please note that the project owner or developer is not typically an acceptable operation and maintenance entity for projects that will be subdivided. Please submit draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds which establish the Association, enumerate its duties affirmatively assign authority and responsibility for the operation or maintenance of the stormwater management system and provide a method for sufficient assessment to cover costs of maintaining and operating the permitted system. Include or incorporate the enclosed recommended language, or language with equivalent effect, for draft Articles of Incorporation and Declaration of Covenants and Restrictive Deeds in the appropriate places. The documents will be reviewed by the District's staff and you will be notified if additional information is required. [40C-4.301(1)(j), 40C-42.027(2)(a)(b),1.,2.,3.,4.,5.,6.,7.,8., F.A.C.]
5. Please demonstrate the proposed impervious area in the commercial site and the golf course maintenance facility areas is 85% which was used in the storm runoff worksheet. Submit calculations. [40C-4.301(1)(a), (b), and (c), F.A.C.]
6. The geotechnical report show that the seasonal high groundwater elevation at the site is 7 to 5.5 deep below the ground elevation and the plan sheet 5 shows pond 9 bottom (228 feet elevation) is 14 to 16 feet below the existing ground elevation. Please clarify. What is the groundwater elevation at the location of the pond? It appears groundwater effects should be considered in the design of this system. [40C-4.301(1)(a)(b)(c)(d)(e)(i), F.A.C.; Sections 20 and 31, Stormwater Applicant's Handbook]

7. It appears this project is utilizing a stormwater reuse pond to meet the water quantity and quality requirements set forth in Subsection 40C-4.301(1). Please provide complete information regarding the design methodology, calculations, assumptions on the parameters, and ground water conditions in the pond 9 design. Be aware that sections 20 and 31 of the Stormwater ERP Applicant's Handbook provide design methodology for this type of system and may be used in your demonstration. [Sections 20 and 31, Stormwater ERP Applicant's Handbook]

If you elect to not design the system as set forth in Section 31 of the Stormwater Applicant's Handbook, demonstrate that the system proposed will meet the performance criteria described in Section 20 of the Stormwater Handbook with respect to water quality requirements. Additionally, demonstrate that the system will meet the District's water quantity criteria. [40C-4.301(1)(a)(b)(c)(d)(e)(i), F.A.C.; Stormwater Applicant's Handbook Sections 20 and 31]

8. Has a Consumptive Use Permit been obtained for this project? Provide assurance that the Pond 9 design as proposed in this application is consistent with that permit. Will Pond 9 need to be redesigned when/if reclaimed water becomes available? [40C-4.301(1)(a)(c)(e)(f)(i), F.A.C.; 7.4 MSSW ERP Applicant's Handbook]

An Integrated Pesticide Management Plan was received by the District on September 28, 1998, as part of Application Number 4-069-0357A-ERP. District staff will review this plan and comments will be forwarded to you by October 28, 1998. Additionally, pond 9 is also being reviewed as part of Application Number 4-069-0357A-ERP. Information provided here on pond 9 will be applicable to that application.

If the applicant wishes to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may pursuant to section 373.4141, Florida Statutes, request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District's decision regarding issuance or denial of the application, the applicant may request a section 120.569, Florida Statutes, hearing pursuant to Chapter 28-106 and section 40C-1.1007, F.A.C.

Please be advised, pursuant to subsection 40C-1.1008, F.A.C., the applicant shall have 90 days from receipt of a request for additional information regarding a permit or license application undergoing review by the District to submit that information to the District. If an applicant requires more than 90 days in which to complete an application, the applicant may notify the District in writing of the circumstances and for good cause shown, the application shall be held in active status for additional periods commensurate with the good cause shown. Any application which has not been completed by the applicant within the given time period following a request for additional information by the District shall be recommended for denial at the next regularly scheduled Board meeting. Denial of an application due to failure to submit requested additional information shall be a denial without prejudice to the applicant's right to file a new application.

Mr. Duane K. Booth, P.E.

October 15, 1998

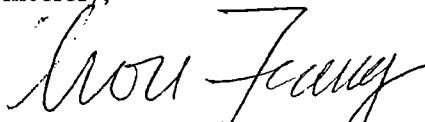
Page 4

Suggestions or other direction provided by District staff are offered to assist applicants in complying with District rules. However, applicants bear the burden of demonstrating that their application meets the applicable rule requirements. Although District staff may provide suggestions to applicants that would allow staff to recommend approval of an application to the District Governing Board, *the final decision regarding the issuance or denial of a permit is up to the District Governing Board*. Applicants are hereby advised that the Governing Board is not bound by previous statements or recommendations of District staff regarding an application.

In addition, no construction shall begin on the proposed project until a permit is issued by the St. Johns River Water Management District. This is pursuant to subsection 40C-4.041(1), F.A.C., which states in relevant part, "unless expressly exempt an individual or general environmental resource permit must be obtained from the District under Chapter 40C-4, 40C-40, 40C-42, 40C-44, or 40C-400, F.A.C. prior to the construction, alteration, operation, maintenance, removal or abandonment of any dam, impoundment, reservoir, appurtenant work or works...."

If you have any questions, please do not hesitate to call me at 407/897-4332.

Sincerely,



Chou Fang, Ph.D., P.E., Professional Engineer
Department of Resource Management

CF:mb

cc: PDS/RAIL, Joan B. Budzynski, Elizabeth Thomas ^{ET/LDA}

Mr. Keene M. Gerber
13100 W. Colonial Driver
Winter Garden, FL 34777-0338

Mr. Robert Ahrens
Lennar Homes, Inc.
7600 NOB Hill Road
Tamarac, FL 33321

PERMIT DATA SERVICES - CHANGE ORDER REQUEST

PERMIT OR APPLICATION NUMBER: 40-069-0327A-ERP - Legends, Ph I

PERMIT TYPE: AG CUP FWD GENERAL

MSSW STORMWATER WOD WRM WWC

TYPE OF CHANGE: ADD UPDATE (CHANGE/ERROR CORRECTION)

ITEM: _____ FROM: _____ TO: _____

REVIEWER: _____

PROJECT NAME: _____

SECTION / TOWNSHIP / RANGE: (CIRCLE ONE) _____

OWNER / APPLICANT / AGENT: (CIRCLE ONE) _____

DATE ISSUED / EXPIRED: (CIRCLE ONE) _____

PROJECT ACREAGE: _____

OWNED ACREAGE: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____

OTHER: App. No. 40-069-0327A-ERP 4-069-0357AM-ERP

OTHER: 40-40.302(2)(b):

COMMENTS: Project area greater than 100 Acres

REQUESTED BY: Chou Fang DATE OF REQUEST: 9.17.98

DEPARTMENT: _____ DIVISION: 9B

AUTHORIZATION: [Signature] 9/17/98

(CHIEF, DEPARTMENT, DIVISION, FIELD OFFICE DIRECTOR OR DMS MUST AUTHORIZE CHANGE ORDER)

PERMIT DATA SERVICES USE ONLY

DOCUMENT / PROCEDURE USED TO VERIFY: _____ # 9212

APPLICATION TSR PERMIT BOARD FOLDER MINUTES

SITE VISIT CORRESPONDENCE OTHER: _____

VERIFIED BY: [Signature] DATE: 9/23/98 sheet

PDS DIRECTOR: _____

DATA FILE CHANGED BY: [Signature] DATE: 9/25/98

* PLEASE ATTACH ANY AVAILABLE DOCUMENTATION AND RETAIN BOTTOM COPY FOR YOUR RECORDS.

cc: Barbara Pignone

9/17/98

PAGE 1

FILES TO BE PULLED FOR NUMBER CHANGES

OLD APPLICATION:	40-095-0147AGM10		
NEW APPLICATION:	40-095-0147AGM10-ERP	DATE CHANGED:	9/16/98
OLD APPLICATION:	40-069-0327A-ERP		
NEW APPLICATION:	4-069-0357AM-ERP	DATE CHANGED:	9/17/98
OLD APPLICATION:	40-031-0134AM2		
NEW APPLICATION:	4-031-0186AM5	DATE CHANGED:	9/17/98

ef
9-21-98