

EXHIBIT "B"

BY-LAWS  
OF  
COCO BAY HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit  
Under the Laws of the State of Florida

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to COCO BAY HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit.

Section 3. "Member" shall mean and refer to all those Owners of record title to any Unit.

Section 4. All other definitions from the Covenants (the "Covenants") described in the Articles of Incorporation of the Association are incorporated herein by this reference.

ARTICLE II  
LOCATION

Section 1. Until changed, the principal office of the Association shall be located at 901 Ponce de Leon Boulevard, Suite 600, Coral Gables, Florida 33134.

ARTICLE III  
MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article IV, Section 1 of the Articles of Incorporation of the Association.

Section 2. The rights of Membership are subject to the payment of annual and special assessments and surcharges levied by the Association, the obligation of which assessments are imposed against each Owner of, and becomes a lien upon, the Unit against which such assessments are made as provided by Article VI of the Covenants.

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EXHIBIT "B"  
CONTINUED

ARTICLE IV  
BOARD OF DIRECTORS

**Section 1.** The directors of the Association shall be elected at the annual meeting of the Members as specified in the Articles of Incorporation. The election shall be decided by majority vote of all Members present in person or by proxy and voting at the annual meeting.

**Section 2.** Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association Membership.

**Section 3.** Except for the organizational action of the first board, which may be done by written instrument, the first meeting of a newly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the Members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the Members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

**Section 4.** Regular meetings of the Board of Directors may be held at any place or places within Dade or Broward County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

a. All meetings are open to Members except meetings between the Board and its attorneys in connection with pending or proposed litigation.

b. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct association business.

**Section 5.** Notices of all meetings must be posted in a conspicuous place, at least 48 hours in advance of the meeting except in an emergency.

**Section 6.** An assessment may not be levied at a board meeting unless the notice of the meeting includes that an assessment will be considered and the nature of such assessment.

**Section 7.** Special meetings of the Board of directors may be called at any time by the President or by any two (2) Members of the Board and may be held any place or places within Dade or Broward County, Florida, and at any time.

**Section 8.** Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof,

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shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two (2) Members of the Board to each member of the Board not less than three (3) days by mail, or one (1) day by telephone or telegraph, prior to the meeting.

**Section 9.** Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

**ARTICLE V  
OFFICERS**

**Section 1.** Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

**Section 2.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors in written. The President shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the Members of the Association and the directors where notices of such meetings are required by law or in these By-Laws. The secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in written form including the vote or abstention of each director present at a meeting on each matter voted on. The Treasurer shall have the care and custody of all the monies and securities of the Association. The Treasurer shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

**Section 3.** Vacancies in any office arising from any cause may

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CONTINUED

be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI  
MEETINGS OF MEMBERS

**Section 1.** As referred to herein or in the Declaration, Articles or any other document adopted by or affecting the Association, as "duly called" or "duly constituted" meeting of the Association by its Members or the Board of Directors shall be deemed to be a meeting called and conducted in accordance with the requirements of the By-Laws.

**Section 2.** The regular annual meeting of the Members shall be held in the month of March in each year at such time and place as shall be determined by the Board of Directors. The election of directors, if required, must be held at or in conjunction with the annual meeting.

**Section 3.** Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire Membership, or who have a right to vote one-third (1/3) of the votes of the Class A Membership.

**Section 4.** Notice of an annual or special meeting shall be given to the Member by positioning the Notice in a conspicuous place at least 48 hours in advance except in an emergency. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

**Section 5.** The presence in person or by proxy at the meeting of Members entitled to cast 30% of the votes of the Membership shall constitute a quorum for any action governed by these By-laws.

**Section 6.** Proxies must be in writing dated and signed by all record Owners of a Unit or the person designated in a voting certificate signed by all such Owners as the person authorized to cast the vote attributable to such Unit. No person other than a designee of the Declarant is permitted to cast more than five (5) votes by proxy. The proxy must state the date, time and place of the meeting for which it was given and is effective only for the specific meeting for which it was originally given.

**Section 7.** Meetings shall be governed by Roberts' Rules of Order (latest edition).

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EXHIBIT "B"  
CONTINUED

ARTICLE VII  
BOOKS AND PAPERS

Section 1. The books, records and papers of the Association as required by statute along with the Annual Budget and Financial Report of the Association shall be open to the inspection of any Member of the Association and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

ARTICLE VIII  
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of 66-2/3% of Members present and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Covenants referred to herein may not be amended except as provided in such Covenants. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation as long as the Declarant owns any Unit without the consent of the Members or the Board.

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

I HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association on the 6th day of August, 1996.

  
Manuel M. Mate, President

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**EXHIBIT "C"**  
**LEGAL DESCRIPTION**

Parcel "A" and Parcel "B" of Cocobay as recorded in  
Plat Book 160 Page 6 of the Public Records of Broward  
County, Florida.

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EXHIBIT "D"

DEED OF CONSERVATION EASEMENT

95-477443-T#001  
10-31-95 09:13AM  
\$ 0.70  
DOCU. STAMPS-DEED  
RECVD. BROWARD CTY  
B. JACK OSTERHOLT  
COUNTY ADMIN.

THIS DEED OF CONSERVATION EASEMENT, is given this 3<sup>rd</sup> day of August, 1995, by NEXT COCO BAY, LTD., a Florida limited partnership, having its principal place of business at 901 Ponce de Leon Boulevard, Suite 600, Coral Gables, Florida 33134 ("Grantor") to BROWARD COUNTY, a political subdivision of the State of Florida, whose post office address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida, 33301, and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("Grantee"). As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

AND WHEREAS, the Grantor desires to construct a residential housing development ("Project") at a site in Broward County, Florida which is subject to the regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Department of Natural Resource Protection ("DNRP");

AND WHEREAS, the District Surface Water Management or Wetland Resource Permit No. 06-00551-S ("Permit") authorizes activities which affect surface waters in or of the State of Florida;

AND WHEREAS, the DNRP License No. DF95-1097 ("License") authorizes such impacts to wetlands on the Project site;

AND WHEREAS, the Permit requires the Grantor preserve and/ or mitigate wetlands under the District's jurisdiction;

AND WHEREAS, the Grantor has developed and proposed as part of the permit and license conditions a conservation tract and maintenance buffer involving enhancement and preservation of certain wetland and/or upland systems on the Property;

AND WHEREAS, the Grantor, in consideration of the consent granted by the Permit and the issuance of License No. DF95-1097, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1993), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit and License No. DF95-1097, to construct and operate the Project, Grantor hereby grants, creates, and establishes a perpetual conservation easement for the Grantee upon the Property which shall run with the land and be binding on the Grantor, its heirs, successors and assigns (hereinafter "Grantor"), and shall

Approved BCC 9/27/95-H-70

Submitted By DNRP

→ RETURN TO DOCUMENT CONTROL

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remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas in their natural, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this conservation easement to assure that the Property (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned License) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this conservation easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the License.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable time to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by the Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or feature of the Property that may be damaged by any inconsistent activity or use. Grantee shall be entitled to recover cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this conservation easement or to the vegetative and hydrologic condition required by the aforementioned License, whichever enhancement is the most environmentally desirable. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27, Broward County Code of Ordinances.

2. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the property and permitted or required by the DNRP License, and the maintenance and monitoring of the same required by the DNRP License, the following activities are prohibited in or on the Property:

a. Construction or placing buildings, road, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing soil or other substances or material as landfill, or dumping or placing trash, waste, or unsightly or offensive materials;

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c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal for exotic vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

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

g. Acts or uses detrimental to drainage to such aforesaid retention of land or water areas;

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

3. Grantor reserves all rights as owner of the Property; including the right to engage in uses of the Property that are not prohibited herein.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Property in the natural vegetative and hydrologic condition, existing at the time of the execution of this conservation easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned License, and Grantor does hereby indemnify and hold harmless the Grantee from the same;

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. The terms and conditions of this conservation easement may be enforced by the Grantee by injunctive relief and any other appropriate available remedies. Any costs including but not limited to reasonable attorney's fees and administrative, trial and appellate court costs which are incurred in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement, shall be borne by and recoverable against the non-prevailing party to such proceedings. In any action in which the Grantee prevails, the Grantor shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of the execution of this conservation easement or the vegetative and hydrologic condition.

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EXHIBIT "D"  
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required by the aforementioned License. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 27 of the Broward County Code of Ordinances.

8. Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of Grantee and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to any other organization qualified to hold such interests under the applicable state laws.

10. Grantor's obligation to retain and maintain the property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Grantee, and its successors and assigns.

11. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail return receipt requested, addressed to the appropriate party or successor-in-interest.

13. The terms, conditions, restrictions and purpose of this conservation easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this conservation easement.

14. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the public records of Broward County, Florida.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This conservation easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall not only be upon Grantor but its agents, heirs, successors and assigns, and shall continue as a servitude running

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EXHIBIT "D"  
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in perpetuity with the Property. This conservation easement shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against all lawful claims of all persons whomsoever.

IN WITNESS THEREOF, the said Grantor has hereunto set its authorized hand and seal the day and year first above written.

Signed, sealed, and delivered  
in our presence as witnesses:

NEXT COCO BAY, LTD.  
a Florida limited partnership

By: NEXT COCO BAY DEVELOPMENT  
COMPANY, LTD., a Florida  
limited partnership  
Its: General Partner

Macon C. Toledano  
MACON C. TOLEDANO  
Print name

By: NEXT COCO BAY DEVELOPMENT  
CORPORATION, a Florida  
corporation  
Its: General Partner

Guilena Colon  
Avelina Colon  
Print name

By: Manuel M. Mato  
Manuel M. Mato  
Its: President

(SEAL)

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

SWORN AND SUBSCRIBED before me this 3 day of August, 1995 by Manuel M. Mato, President of Next Coco Bay Development Corporation, general partner of Next Coco Bay Development Co., Ltd., general partner of Next Coco Bay, Ltd., and he acknowledged before me that he executed the same in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation and that the affixed seal thereto is the true corporate seal of said corporation. He is personally known to me or ~~did produce~~ \_\_\_\_\_ as identification and who did take an oath.

OFFICIAL NOTARY SEAL  
LOURDES CANO  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC145378  
MY COMMISSION EXP. OCT. 18, 1995

LOURDES CANO  
NOTARY PUBLIC, STATE OF FLORIDA  
LOURDES CANO  
Print name

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EXHIBIT "D"  
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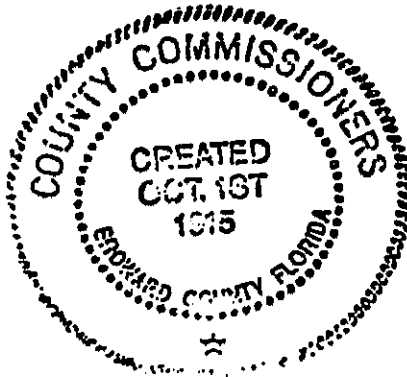
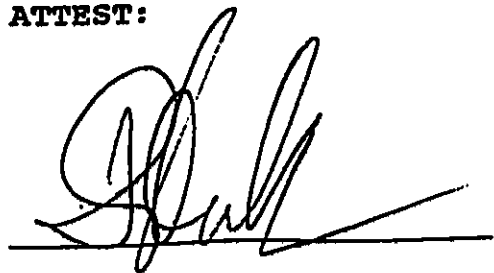
ACCEPTANCE BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
Legal Form Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby  
accepts this conservation easement.

ATTEST:




BROWARD COUNTY, a political  
subdivision of the State of  
Florida, through its BOARD OF  
COUNTY COMMISSIONERS

By:   
Name: SUZANNE N. GUNZBURGER

Title: CLERK

Date: September 27, 1995

Approved as to form by Office  
of County Attorney,  
Broward County, Florida  
JOHN J. COPELAN, JR.,  
County Attorney  
Governmental Center; Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (305) 357-7600  
Telecopier: (305) 357-7641

By:   
Name: LISA ZIHA BOSCH

Title: Assistant County Attorney

Date: 8/25/95

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CCL CONSULTANTS, INC.

ENGINEERS SURVEYORS PLANNERS

2200 PARK CENTRAL BLVD. N. SUITE 100  
POMPANO BEACH, FL 33064 (305) 974-2200

POMPANO BEACH

ORLANDO

EXHIBIT "D"  
CONTINUED

LEGAL DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 48 SOUTH, RANGE 42 EAST; THENCE NORTH 01°05'55" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 5 FOR 1974.35 FEET; THENCE NORTH 89°45'29" EAST (ALONG THE NORTHERLY BOUNDARY LINE OF THE PROPOSED COCOBAY PLAT) FOR 99.38 FEET; THENCE SOUTH 00°14'31" EAST FOR 12.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'29" EAST FOR 473.26 FEET; THENCE SOUTH 35°18'24" EAST FOR 43.28 FEET; THENCE SOUTH 66°59'48" EAST FOR 28.44 FEET; THENCE SOUTH 26°58'48" EAST FOR 22.69 FEET; THENCE NORTH 88°51'49" EAST FOR 39.66 FEET; THENCE SOUTH 46°08'49" EAST FOR 37.21 FEET; THENCE SOUTH 30°32'14" EAST FOR 14.69 FEET; THENCE SOUTH 69°20'33" EAST FOR 5.57 FEET; THENCE NORTH 71°13'21" EAST FOR 19.83 FEET; THENCE SOUTH 21°56'41" EAST FOR 46.20 FEET; THENCE SOUTH 53°57'14" EAST FOR 22.69 FEET; THENCE SOUTH 40°11'43" EAST FOR 17.60 FEET; THENCE SOUTH 07°07'44" EAST FOR 65.26 FEET; THENCE SOUTH 05°38'47" WEST FOR 76.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°47'28", FOR AN ARC DISTANCE OF 23.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°33'45" WEST FOR 64.91 FEET; THENCE NORTH 67°53'10" WEST FOR 49.87 FEET; THENCE NORTH 83°00'06" WEST FOR 97.51 FEET; THENCE SOUTH 88°20'03" WEST FOR 72.10 FEET; THENCE SOUTH 80°37'07" WEST FOR 37.71 FEET; THENCE SOUTH 40°29'40" WEST FOR 38.78 FEET; THENCE SOUTH 08°00'58" WEST FOR 35.42 FEET; THENCE SOUTH 40°53'36" WEST FOR 52.22 FEET TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 15°07'05" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 552.19 FEET, A CENTRAL ANGLE OF 13°53'46", FOR AN ARC DISTANCE OF 133.93 FEET; THENCE NORTH 30°59'39" WEST FOR 30.00 FEET; THENCE NORTH 74°17'41" WEST FOR 27.48 FEET; THENCE SOUTH 59°00'21" WEST FOR 21.00 FEET TO A POINT ON A CURVE, SAID POINT BEARS NORTH 66°13'45" EAST TO THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 295.68 FEET, A CENTRAL ANGLE OF 30°08'10", FOR AN ARC DISTANCE OF 155.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 39°37'01", FOR AN ARC DISTANCE OF 82.97 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°15'06" WEST FOR 75.71 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 94.93 FEET, A CENTRAL ANGLE OF 28°07'34", FOR AN ARC DISTANCE OF 46.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.43 ACRES MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESERVATIONS AND RESTRICTIONS, OF RECORD IF ANY.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CCL CONSULTANTS, INC. FOR EASEMENTS AND OR RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 61017-8, FLORIDA ADMINISTRATIVE CODE.

REVISIONS	DATE	BY
SKETCH AND LEGAL	03/01/95	C.K
REVISE SKETCH AND LEGAL	07/26/95	C.K

PROFESSIONAL LAND SURVEYOR 4437 STATE OF FLORIDA  
GREGORY S. MIRE, P.L.S.

SCALE :  
1" = 000'

DRAWN  
BY C.A.K

CHECKED  
BY G.S.M

FIELD  
BOOK

SHEET 1 OF 2

3419

SKETCH  
NO.

BK 24-005 PC 04.98

BK 24-005 PC 04.98

EXHIBIT "D"  
CONTINUED

CCL CONSULTANTS, INC.

ENGINEERS

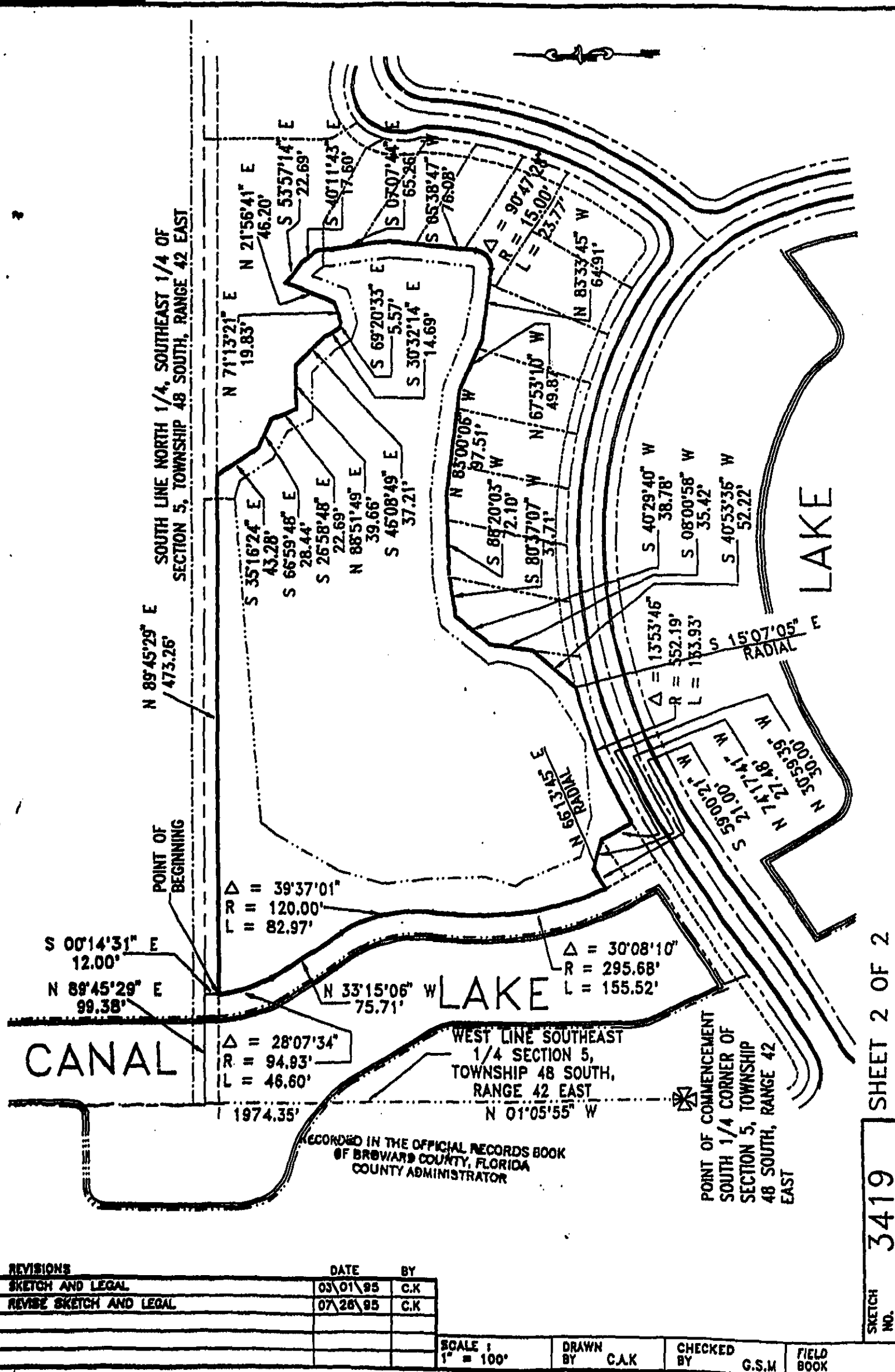
SURVEYORS

PLANNERS

2200 PARK CENTRAL BLVD. N. SUITE 100  
POMPANO BEACH, FL 33064 (305) 974-2200

POMPANO BEACH

ORLANDO



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EXHIBIT "E"



South Florida Water Management District

*Certification For Stormwater Discharge*

Form 2011J  
Rev. 1/91

**SURFACE WATER MANAGEMENT PERMIT NO.**  
(NON-ASSIGNABLE)

**06-00551-S-17**

Date Issued: JULY 13, 1995

Authorizing: CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM  
SERVING A 72.02 ACRE RESIDENTIAL DEVELOPMENT WITHIN THE NORTHEAST  
BASIN OF THE COCOMAR WATER CONTROL DISTRICT DISCHARGING TO THE  
HILLSBORO CANAL THROUGH THE PREVIOUSLY PERMITTED FACILITIES.

Located In: BROWARD COUNTY, SEC. 5 TWP. 48S RGE. 42E

Issued To: BUTLER PROPERTIES, LTD.  
(COCOBAY)  
C/O SAWGRASS REALTY, INC.  
805 E. HILLSBORO BLVD.  
DEERFIELD BEACH, FL 33441

This Permit is issued pursuant to Application for Permit No. 941220-11 dated December 5, 1994. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any work or structure involved in the Permit. Said Application, including all plans and specifications attached thereto, as addressed by the Staff Report, is by reference made a part hereof.

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

This Permit does not convey to Permittee any property 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. All structures and works installed by Permittee hereunder shall remain the property of the Permittee.

Within thirty (30) days after the completion of the construction of any work or structure relative to this Permit, the Permittee shall file with the District a written statement of completion on the appropriate form provided by the Board.

Special Conditions are as follows:

SEE SHEETS 2-4 OF 7 - 16 SPECIAL CONDITIONS.  
SEE SHEETS 5-7 OF 7 - 19 LIMITING CONDITIONS.

Filed with the Clerk of the South  
Florida Water Management District

South Florida Water Management  
District, by its Governing Board

On 7-20-95  
By [Signature]  
Deputy Clerk

By [Signature]  
Assistant Secretary

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**SPECIAL CONDITIONS**

- 1 . MINIMUM BUILDING FLOOR ELEVATION: 16 FEET NGVD.
- 2 . MINIMUM ROAD CROWN ELEVATION: 14 FEET NGVD.
- 3 . DISCHARGE FACILITIES: THROUGH PREVIOUSLY PERMITTED FACILITIES.
- 4 . THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
- 5 . MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
- 6 . THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
- 7 . LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 4:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
- 8 . FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
- 9 . OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF COCOMAR WCD (PRIMARY) AND COCUBAY HOMEOWNERS' ASSOCIATION, INC (SECONDARY). THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
10. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
11. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
12. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND

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BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.

13. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 15 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
14. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
AUGUST 31, 1995	BASELINE MONITORING REPORT
SEPTEMBER 30, 1995	EXOTIC VEGETATION REMOVAL/STRUCTURE INSTALLATION
AUGUST 31, 1996	FIRST MONITORING REPORT
AUGUST 31, 1997	SECOND MONITORING REPORT
AUGUST 31, 1998	THIRD MONITORING REPORT
AUGUST 31, 1999	FOURTH MONITORING REPORT
AUGUST 31, 2000	FIFTH MONITORING REPORT

15. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 15 FOR THE PRESERVED WETLAND AREAS ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINE) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
16. (A) NO LATER THAN AUGUST 31, 1995, THE PERMITTEE SHALL SUBMIT TO THE SFWMD, FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:
  1. SITE MAP OF CONSERVATION AREA
  2. LEGAL DESCRIPTION OF CONSERVATION AREA
  3. SURVEY BY PROFESSIONAL LAND SURVEYOR OF CONSERVATION AREA
  4. TITLE INSURANCE/OPINION/COMMITMENT
  5. EXECUTED COPY OF EASEMENT DOCUMENT

(B) NO LATER THAN NOVEMBER 30, 1995, THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT ON THE REAL PROPERTY DESIGNATED AS A MITIGATION AREA ON EXHIBITS 2, 3 AND 5. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE SFWMD AND SHALL CONTAIN THE ACTIVITY RESTRICTIONS SET FORTH IN SECTION 704.06(1) F.S. THE CONSERVATION EASEMENT SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE DRAFT CONSERVATION EASEMENT ATTACHED AS EXHIBIT 16. ANY AMENDMENT TO THE CONSERVATION EASEMENT MUST BE APPROVED BY THE SFWMD.

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(C) THE CONSERVATION EASEMENT DRAFT SHALL BE APPROVED BY THE SFWMD PRIOR TO RECORDATION. NO LATER THAN DECEMBER 31, 1995, THE PERMITTEE SHALL PROVIDE THE SFWMD WITH TWO (2) CERTIFIED COPIES OF THE RECORDED EASEMENT.

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LIMITING CONDITIONS

- 1 . THE PERMITTEE SHALL IMPLEMENT THE WORK AUTHORIZED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACT OF THE WORKS ON FISH, WILDLIFE, NATURAL ENVIRONMENTAL VALUES, AND WATER QUALITY. THE PERMITTEE SHALL INSTITUTE NECESSARY MEASURES DURING THE CONSTRUCTION PERIOD, INCLUDING FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES, TO REDUCE EROSION, TURBIDITY, NUTRIENT LOADING AND SEDIMENTATION IN THE RECEIVING WATERS.
- 2 . WATER QUALITY DATA FOR THE WATER DISCHARGED FROM THE PERMITTEE'S PROPERTY OR INTO SURFACE WATERS OF THE STATE WILL BE SUBMITTED TO THE DISTRICT AS REQUIRED BY SECTION 5.9, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994." PARAMETERS TO BE MONITORED MAY INCLUDE THOSE LISTED IN CHAPTER 62-302, F.A.C. IF WATER QUALITY DATA IS REQUIRED, THE PERMITTEE SHALL PROVIDE DATA ON VOLUMES OF WATER DISCHARGED, INCLUDING TOTAL VOLUME DISCHARGED DURING THE DAYS OF SAMPLING AND TOTAL MONTHLY DISCHARGES FROM THE PROPERTY OR INTO SURFACE WATERS OF THE STATE.
- 3 . THIS PERMIT SHALL NOT RELIEVE THE PERMITTEE OF ANY OBLIGATION TO OBTAIN NECESSARY FEDERAL, STATE, LOCAL OR SPECIAL DISTRICT APPROVALS.
- 4 . THE OPERATION PHASE OF THIS PERMIT WILL NOT BECOME EFFECTIVE UNTIL THE DISTRICT'S ACCEPTANCE OF CERTIFICATION OF THE COMPLETED SURFACE WATER WATER MANAGEMENT SYSTEM. THE PERMITTEE SHALL REQUEST TRANSFER OF THE PERMIT TO THE RESPONSIBLE OPERATIONAL ENTITY ACCEPTED BY THE DISTRICT, IF DIFFERENT FROM THE PERMITTEE. THE TRANSFER REQUEST CAN BE SUBMITTED CONCURRENTLY WITH THE CONSTRUCTION COMPLETION CERTIFICATION.
- 5 . ALL ROAD ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.5, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
- 6 . ALL BUILDING FLOOR ELEVATIONS SHALL BE SET IN ACCORDANCE WITH THE CRITERIA SET FORTH IN SECTION 6.4, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994."
- 7 . OFF-SITE DISCHARGES DURING CONSTRUCTION AND DEVELOPMENT WILL BE MADE ONLY THROUGH THE FACILITIES AUTHORIZED BY THIS PERMIT.
- 8 . A PERMIT TRANSFER TO THE OPERATION PHASE SHALL NOT OCCUR UNTIL A RESPONSIBLE ENTITY MEETING THE REQUIREMENT IN SECTION 9.0, "BASIS OF REVIEW FOR SURFACE WATER MANAGEMENT PERMIT APPLICATIONS WITHIN SOUTH FLORIDA WATER MANAGEMENT DISTRICT - MARCH, 1994," HAS BEEN ESTABLISHED TO OPERATE AND MAINTAIN THE SYSTEM. THE ENTITY MUST BE PROVIDED WITH SUFFICIENT OWNERSHIP OR LEGAL INTEREST SO THAT IT HAS CONTROL OVER ALL WATER MANAGEMENT FACILITIES AUTHORIZED HEREIN.
- 9 . THE PERMIT DOES NOT CONVEY TO THE PERMITTEE ANY PROPERTY RIGHT NOR ANY

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RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4, FAC.

10. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF ANY FACILITY AUTHORIZED BY THE PERMIT.
11. THIS PERMIT IS ISSUED BASED ON THE APPLICANT'S SUBMITTED INFORMATION WHICH REASONABLY DEMONSTRATES THAT ADVERSE WATER RESOURCE RELATED IMPACTS WILL NOT BE CAUSED BY THE COMPLETED PERMIT ACTIVITY. SHOULD ANY ADVERSE IMPACTS CAUSED BY THE COMPLETED SURFACE WATER MANAGEMENT SYSTEM OCCUR, THE DISTRICT WILL REQUIRE THE PERMITTEE TO PROVIDE APPROPRIATE MITIGATION TO THE DISTRICT OR OTHER IMPACTED PARTY. THE DISTRICT WILL REQUIRE THE PERMITTEE TO MODIFY THE SURFACE WATER MANAGEMENT SYSTEM, IF NECESSARY, TO ELIMINATE THE CAUSE OF THE ADVERSE IMPACTS.
12. WITHIN 30 DAYS OF ISSUANCE OF THIS PERMIT, THE PERMITTEE OR AUTHORIZED AGENT SHALL NOTIFY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMMENCEMENT NOTICE OR EQUIVALENT) OF THE ACTUAL OR ANTICIPATED CONSTRUCTION START DATE AND THE EXPECTED COMPLETION DATE.
13. WHEN THE DURATION OF CONSTRUCTION EXCEEDS ONE YEAR, THE PERMITTEE OR AUTHORIZED AGENT SHALL SUBMIT CONSTRUCTION STATUS REPORTS ON AN ANNUAL BASIS (VIA THE SUPPLIED ANNUAL STATUS REPORT OR EQUIVALENT) BEGINNING ONE YEAR AFTER THE INITIAL COMMENCEMENT OF CONSTRUCTION.
14. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE SURFACE WATER MANAGEMENT SYSTEM, THE PERMITTEE OR AUTHORIZED AGENT SHALL FILE A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THESE STATEMENTS MUST SPECIFY THE ACTUAL DATE OF CONSTRUCTION COMPLETION AND MUST CERTIFY THAT ALL FACILITIES HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT (VIA THE SUPPLIED CONSTRUCTION COMPLETION/ CONSTRUCTION CERTIFICATION OR EQUIVALENT). THE CONSTRUCTION COMPLETION CERTIFICATION MUST INCLUDE, AT A MINIMUM, EXISTING ELEVATIONS, LOCATIONS AND DIMENSIONS OF THE COMPONENTS OF THE WATER MANAGEMENT FACILITIES. ADDITIONALLY, IF DEVIATIONS FROM THE APPROVED DRAWING ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED.
15. WITHIN 30 DAYS OF ANY SALE, CONVEYANCE OR OTHER TRANSFER OF ANY OF THE LAND WHICH IS PROPOSED FOR DEVELOPMENT UNDER THE AUTHORIZATION OF THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE DISTRICT OF SUCH TRANSFER IN WRITING VIA EITHER FORM 0483, REQUEST FOR PERMIT TRANSFER; OR FORM 0920, REQUEST FOR TRANSFER OF SURFACE WATER MANAGEMENT CONSTRUCTION PHASE TO OPERATION PHASE (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY), IN ACCORDANCE WITH SECTIONS 40E-1.6105 AND 40E-4.351, F.A.C.
16. A PRORATED SHARE OF SURFACE WATER MANAGEMENT RETENTION/DETENTION AREAS, SUFFICIENT TO PROVIDE THE REQUIRED FLOOD PROTECTION AND WATER QUALITY TREATMENT, MUST BE PROVIDED PRIOR TO OCCUPANCY OF ANY BUILDING OR RESIDENCE.

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17. A STABLE, PERMANENT AND ACCESSIBLE ELEVATION REFERENCE SHALL BE ESTABLISHED ON OR WITHIN ONE HUNDRED (100) FEET OF ALL PERMITTED DISCHARGE STRUCTURES NO LATER THAN THE SUBMISSION OF THE CERTIFICATION REPORT. THE LOCATION OF THE ELEVATION REFERENCE MUST BE NOTED ON OR WITH THE CERTIFICATION REPORT.
18. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO INSURE THAT ADVERSE OFF-SITE WATER RESOURCE RELATED IMPACTS DO NOT OCCUR DURING CONSTRUCTION.
19. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C.

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EXHIBIT "F"

COCOBAY  
Wetland Monitoring Plan

JL/REVISED SUBMITTAL  
APR 20 1995

A. Baseline Survey

Prior to any construction activity on the site a baseline survey will be conducted. The survey will consist of hydrologic monitoring and qualitative definition of wetland characteristics. Hydrologic monitoring will consist of recording water levels in the Cocomar Canal approximately 150' west of the wetlands, the existing ditch around the wetland (on the east and west side) and within the wetland. Staff gauges will be installed at the noted locations to facilitate monitoring. Monitoring will occur weekly prior to and during construction. Qualitative definition of wetland characteristics will consist of a written description of observed vegetation and conditions and panoramic photographs taken at two fixed locations.

B. Hydrologic Monitoring

Weekly monitoring of the staff gauges will continue until construction of the surface water management lakes is complete. Thereafter monitoring will occur on a monthly basis.

C. Semi-Annual Field Monitoring

On a semi-annual basis following the initial base line survey a qualitative definition of wetland characteristics will be made and panoramic photographs taken from the two fixed locations.

D. Annual Monitoring Reports

Monitoring reports will be prepared and submitted to SFWMD and BCDNRP for a 5 year duration following permit issuance. Monitoring will cease upon submittal of the final monitoring report.

E. Schedule

- |  |                  |
|--|------------------|
| 1. Installation of staff gauges and baseline survey                              | May 1995         |
| 2. Control structure installation, lake excavation, removal of exotic vegetation | June - Sept 1995 |
| 3. 1st Annual Monitoring Report  | August 1996      |
| 4. 2nd Annual Monitoring Report  | August 1997      |

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E. Schedule (Continued)

- |    |                              |             |
|----|------------------------------|-------------|
| 5. | 3rd Annual Monitoring Report | August 1998 |
| 6. | 4th Annual Monitoring Report | August 1999 |
| 7. | 5th Annual Monitoring Report | August 2000 |

ADD/REVISED SUBMITTAL  
APR 20 1995

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

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