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AND UPON RECORDATION RETURN TO:

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AMENDED AND RESTATED DECLARATION
FOR
VERANO

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**AMENDED AND RESTATED DECLARATION
FOR
VERANO**

THIS AMENDED AND RESTATED DECLARATION FOR VERANO (this "**Declaration**") is made by Verano Development LLC, a Delaware limited liability company ("**VD**") and joined in by Verano Property Owners Association, Inc., a Florida not-for-profit corporation ("**Association**").

R E C I T A L S

A. VD is or will be the owner of that certain real property located in St. Lucie County, Florida ("**County**"), more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Verano**").

B. VD previously recorded that certain Declaration for Verano on April 23, 2007 in Official Records Book 2803, at Page 930 of the Public Records of St. Lucie County, Florida, as the same has been amended from time to time (collectively, the "**Original Declaration**").

C. VD, pursuant to its rights as the Developer under the Original Declaration, desires to amend and restate the Original Declaration in order to accomplish the following:

1. To modify, remove, delete and replace certain concepts, terms, and/or exhibits;
2. To clarify ambiguities and conflicts;
3. To delete references to certain matters, some of which are not applicable;
4. To incorporate certain other desired changes.

D. VD desires to subject Verano to the covenants, conditions and restrictions contained in this Declaration.

E. This Declaration is a covenant running with all of the land comprising Verano and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Declaration, VD hereby declares that every portion of Verano is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Restatement.** The Original Declaration, including all exhibits, is hereby deleted and replaced in its entirety by this Declaration and those exhibits attached hereto.

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

3. **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 27 hereof.

"**Access Control System**" shall mean any system intended to control vehicular access to and/or from Verano.

"**ACOE**" shall mean Department of Environmental Resource Management.

"**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, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 23 hereof.

"**Association**" shall mean Verano Property Owners Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, and the Rules and Regulations, as amended from time to time.

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

"**Builder**" shall mean any party that acquires an unimproved Lot for the purpose of constructing and selling a Home and who is designated in writing as a Builder by Developer. All Owners that are designated as Builders shall be entitled to the rights of Builders contained in this Declaration.

“By-Laws” shall mean the version of the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

“Cable Services” shall mean “basic service tier” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

“Canal Bridges” shall mean those certain bridges over the SFWMD C-24 Canal, as provided in the Verano DRI.

“City” shall mean the City of Port St. Lucie, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

“Commercial Unit” shall mean a portion of Verano intended for any type of independent ownership for use and occupancy as a commercial, office, hotel, public use or business establishment as may be developed and used, as herein provided or as provided in any amendment hereof covering all or a part of Verano; provided, further, the term shall include all portions of the Parcel owned together with any structure or improvement constructed thereof from time to time.

“Common Areas” shall mean all real property interests and personalty within Verano 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 Verano. The Common Areas may include, without limitation, open space areas, internal buffers, entranceways, entrance features, perimeter buffers, perimeter walls and fences, landscaping areas, improvements, easement areas owned by others, public rights of way, additions, irrigation pumps, irrigation lines, sidewalks, landscape lighting, walls, commonly used utility facilities, and project signage. The Common Areas do not include any portion of a Home or Lot. 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, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER’S SOLE DISCRETION. 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. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities. The final determination as to whether any areas within Verano shall be Common Areas or comprise part of the Facilities shall be made by the Developer in its sole and absolute discretion.

“Community Completion Date” shall mean the date upon which all Homes in Verano, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

“Conservation and Preserve Areas” shall have the meaning set forth in this Declaration.

“Conservation Area Management Plan” shall mean and refer to the conservation area management plan for Verano as approved by County, a copy of which is attached hereto as **Exhibit 5**, and as may be amended from time to time.

“Conservation Easement” shall mean that certain Deed of Conservation Easement between Reserve Homes Ltd., L.P. its successors and/or assigns and the South Florida Water Management District recorded or to be recorded in the Public Records of County.

“County” shall have the meaning set forth in the Recitals hereof.

“Data Transmission Services” shall mean (i) internet access services and (ii) 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 VD and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration. Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

"District" shall mean generally Verano Center District, Verano #I District, and Verano #2 District.

"Emergency Shelter Space" shall mean that space designated by Developer as emergency shelter space for residents within the Verano DRL.

"Exclusive Common Area" shall mean any portion of the Common Areas, which by Plat, Village Declaration or a recorded instrument of conveyance is for the sole benefit and use of Owners within a Village or Villages designated by Plat, Village Declaration, or instrument of conveyance.

"Facilities" shall mean generally Verano Center Facilities, Verano #1 Facilities, and Verano #2 Facilities,.

"Home" shall mean each residential home and appurtenances thereto constructed on a Parcel within Verano. A Home shall include, without limitation, a condominium unit, coach home, villa, Paired Residences, patio home, estate home, townhome(s) Single Family Home(s) and zero lot line home. 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 occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (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 shall mean a residential home and appurtenances thereto constructed on a Lot or Parcel within Verano. A Home shall include, without limitation, a coach home, villa, townhome, estate home, single family home and zero lot line home. A Home may be comprised of a Primary Residence and a Secondary Residence. 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 Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (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 the Lot upon which the Home is constructed. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Impact Fee School Board Agreement" shall mean that certain Educational Facilities Impact Fee Credit Agreement between Reserve Homes Ltd., L.P. and the School Board of St. Lucie County, Florida recorded in Official Records Book 2307 at Page 1498 in the Public Records of County.

"Individual Assessments" shall have the meaning set forth in Section 23.2 hereof.

"Initial Contribution" shall have the meaning set forth in Section 23.11 herein.

"Installment Assessments" shall have the meaning set forth in Section 23.2 hereof.

"Lake Easement Areas" shall have the meaning set forth in Section 15.5.

"Land Point" shall mean one (1) point for each ten thousand (10,000) square feet of usable land within the boundaries of a Parcel upon which one (1) or more Commercial Units are constructed rounded to the nearest whole number. Usable land shall mean the gross acreage of the Parcel excluding jurisdictional wetlands, retention ponds and/or wetland mitigation areas required by governmental authority.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Verano.

"Lot" shall mean any platted residential lot shown on a Plat. Once a Home has been constructed on a Lot, the term "Lot" shall be deemed to include all improvements thereon including, without limitation, a Home.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Verano, 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 Verano or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required herein; all amounts required to maintain the Surface Water Management System which are not maintained by the District or Association; all community lighting (including certain lights adjacent to, but outside of Verano) including, without limitation, lighting provided pursuant to agreements between Association and private utility providers up-lighting and entrance lighting (if not the obligation of the District or Association); all amounts payable in connection with any private street lighting agreement between Association and an electric utility provider; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, 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. If any of the foregoing items

identified as possible Operating Costs are included as District Maintenance Special Assessments, the same shall not be included in Operating Costs.

“Owner” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Lot. The term “Owner” shall not include Developer or Builder until the Turnover Date, or a Lender.

“Parcel” shall mean any portion of Verano upon which one or more Homes may be constructed.

“Paired Residence” shall mean each Home that is part of a Paired Residence Building.

“Paired Residence Building” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

“Party Roof” shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

“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 any permit issued by SFWMD and/or ACOE, a copy of one of which is attached hereto as **Exhibit 4**.

“Plat” shall mean any plat or plats respecting Verano to be filed in the Public Records, as the same may be amended or updated by Developer, from time to time.

“Public Infrastructure” shall mean generally Verano Center Public Infrastructure, Verano #1 Public Infrastructure, Verano #2 Public Infrastructure, Verano #3 Public Infrastructure and/or Verano #4 Public Infrastructure and/or Verano #5 Public Infrastructure.

“Public Records” shall mean the Public Records of St. Lucie County, Florida.

“Reserves” shall have the meaning set forth in Section 23.2 hereof.

“Rules and Regulations” shall mean collectively the Rules and Regulations governing Verano as adopted by the Board from time to time.

“Secondary Residence” shall refer to a Garage Loft or In-Law Quarters.

“SFWMD” shall mean the South Florida Water Management District.

“Single Family Home” shall mean each detached single family Home within Verano.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 23.2 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, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, retention lakes, canals and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD and/or ACOE pursuant to the Permit.

“Telecommunications Provider” shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing (which may be provided by Telecommunications Providers pursuant to agreements with the Association), advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Verano. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, 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 or 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).

"Telephony 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.

"Title Documents" shall have the meaning set forth in Section 33.12 hereof.

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

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to the date currently required by law.

"Use Fees" shall have the meaning set forth in Section 23.2.4 hereof.

"Verano DRI" shall mean the Verano Development of Regional Impact created pursuant to the PGA Village DRI Development Order by Resolution 03-R68 as amended by Resolution 03-R96 and as may be amended from time to time.

"Village" shall mean any subdivision of Verano which is subject to the jurisdiction of a Village Association. Each Home shall be part of a Village.

"Village ACC" shall mean the architectural control committee established by a Village Association pursuant to a Village Declaration.

"Village Assessment" shall mean and refer to Assessments levied against Lots in a particular Village for Village Expenses. Village Assessments shall be levied against all Homes in the Village(s) benefiting from the services supported thereby upon the same basis as Assessments, provided the Board may, in its sole discretion, reduce Village Assessments for Lots or Parcels which a Home has not been completed.

"Village Association" shall mean any homeowners or condominium association which governs a portion of Verano, if any.

"Village Common Areas" shall mean all property owned and/or maintained by a Village Association, if any.

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

"Village Expenses" shall mean and refer to the actual and estimated expenses to be incurred by the Association for the benefit of a Village, but only to the extent the same are authorized by this Declaration, Village Declaration, or a vote of the members within such Village, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized herein or in a Village Declaration. Village Expenses may be shared by one (1) or more benefited Villages.

"Wetland Conservation Areas" shall have the meaning set forth in Section 15.12.3 herein. The Wetland Conservation Areas will either be part of the Common Areas and will be maintained by Association or part of the Facilities and subject to the jurisdiction of a District Plan of Development. The planning process for Verano is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Verano and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, Single Family Homes, Paired Residences, townhomes, estate homes, zero lot line homes, patio homes, multi-family homes, condominiums, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, hotel, 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 Verano as finally developed. There is no guarantee that Verano will contain any specific number of Homes.

4. Plan of Development.

4.1 General. The planning process for Verano 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 Verano and adjacent property owned by Developer into residences, comprised of homes, Granny Flats, Paired Residences, Single Family 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, Commercial Units, and Institutional Units, 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 guarantee or promise that such items will remain or form part of Verano as finally developed.

4.2 Association's Obligation to Cooperate. Association shall at all times, including after the Turnover Date and Community Completion Date, cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of Parcels and/or Lots to Builders, (ii) the development and conveyance of the Common Areas, (iii) any transfer and/or modification of the Permit, (iv) the opening, modification, and/or closure of any permit, (v) completion of the community or obtaining of any certificate of occupancy, (vi) conveyances of property and other transactions, including easements and deeds, with special districts, community development districts, utility providers, and other governmental entities and (v) master land development requirements and/or changes. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date. At this time, it is impossible to determine the actual damages Developer might suffer where the Association fails to cooperate as contemplated in this section. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

5. Amendment.

5.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent 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 this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 15.12 hereof which benefits the SFWMD and/or ACOE. No amendment shall be effective until it is recorded in the Public Records.

5.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

5.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover 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 Verano; 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 residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover 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 Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

5.4 Amendments After the Turnover Date. After the Turnover 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 two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum. Notwithstanding the foregoing, in the event the Developer must amend the Declaration for purposes of completing the community, including, but not limited to, circumstances in which additional easements must be granted to utility providers or governmental entities, the Developer shall be entitled to amend this Declaration subject only to the joinder and consent of the Board of Directors of the Association, and the Board of Directors shall be required to so consent unless and/or except for circumstances in which any such amendment would directly affect the use of Homes for residential purposes.

6. Annexation and Withdrawal.

6.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Verano by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Verano. 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 portion of Verano, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by 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 Verano. Such amendment may contain additions to, modifications of or omissions from 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 and including the Turnover Date, only Developer may add additional lands to Verano.

6.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66

2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

6.3 Withdrawal. Prior to and including the Turnover Date, any portions of Verano (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 Verano 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 Verano shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Verano). Association shall have no right to withdraw land from Verano.

7. Dissolution.

7.1 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 appropriate Judicial Circuit 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. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

7.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Verano and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Verano which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

8. Binding Effect and Membership.

8.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on Verano by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

8.2 Transfer. The transfer of the fee simple title to a Lot, whether voluntary or by operation of law, terminating the Owner's title to that Lot shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Lot and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Lot. The Owner of each Lot 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 Lot 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 Lot, 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 Lot 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 Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

8.3 Membership. Upon acceptance of title to a Home or Commercial Unit, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association (a "Member"). In the event there are multiple Owners of a Home, all such Owners shall designate who are to be the occupants of the Home and register such persons with Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home or Commercial Unit, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home or Commercial Unit. Developer rights with respect to Association are set forth in this Declaration, the Articles and By-Laws.

8.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, immediately upon taking title, designate one or more persons who are to be the occupants of the Home or Lot and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

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

8.6 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 conflict with the provisions of this Declaration or the other Association Documents.

8.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

8.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. In the event of a conflict between this Declaration and a Village Declaration, this Declaration shall control, except that in the event that a Village Declaration is more restrictive than this Declaration as to its respective Village, the Village Declaration shall control with respect to the applicable Village.

9. 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 Verano for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Verano part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Verano. In addition, the Common Areas of Verano may include decorative improvements, berms, and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate, or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, MAY BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AND AT ITS SOLE AND ABSOLUTE DISCRETION.

10. Operation of Common Areas.

10.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 10.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered by the Association at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. Notwithstanding the foregoing, during such period, Developer's right to operate, modify or take any action or inaction regarding the Common Areas shall be without interference from any Owner or Lender of a Parcel, Lot or any portion of Verano 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. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, operated 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 in its sole and absolute discretion and without notice.

10.2 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 Verano, 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.

10.3 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 appropriate by Developer.

10.4 Conveyance.

10.4.1 Generally. As determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas shall be dedicated by Plats, created in the form of easements, and/or conveyed by written instrument or by quitclaim deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. 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.

10.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

10.4.2.1 a perpetual nonexclusive easement in favor of the governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

10.4.2.2 matters reflected in the Plat;

10.4.2.3 perpetual non-exclusive easements in favor of the City, Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purpose of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

10.4.2.4 all restrictions, easements, covenants and other matters of record;

10.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

10.4.2.6 To the maximum extent permitted by Florida law, Grantor and Association specifically agree that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this deed, the Property, matters of common interest to the members of the Association, the community in which the Property is located, or any dealings between Association and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Association or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

a. Any and all mediations commenced by Grantor or Association shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Construction Industry Mediation Rules in effect on the date of such request. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Association, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

b. If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Construction Industry Arbitration Rules in effect on the date of such request. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. The Dispute shall be heard and determined by one arbitrator. The Developer shall provide a list of five (5) AAA arbitrators and the Association shall select the arbitrator from such list. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by

detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Association.

c. The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of the deed. Association and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

d. To the fullest extent permitted by applicable law, Grantor and Association agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Association further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

e. Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

f. Association may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

g. Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(i) Notwithstanding the requirements of arbitration stated in Section G(ii) of this deed, Association shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(ii) Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Association; however, Grantor and Association each agree to pay for their own attorneys' fees and costs.

(iii) The fees for any claim pursued via arbitration shall be apportioned as provided in the Construction Industry Arbitration Rules of the AAA or other applicable rules.

h. Notwithstanding the foregoing, if either Grantor or Association seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

i. GRANTOR AND ASSOCIATION AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION G(iii) ABOVE.

j. THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO ASSOCIATION AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT ASSOCIATIONS, PURCHASERS, SUCCESSORS AND ASSIGNS.

k. Notwithstanding the Grantor and Association's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration

provisions of Section G of this Deed, then the Grantor and Association agree to the following provisions: ASSOCIATION ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. ASSOCIATION AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. ASSOCIATION AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

10.4.2.7 a reservation of right in favor of Developer (so long as Developer owns any portion of Verano) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

10.5 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 Verano including, but not limited to, Association, Developer, 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 and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66⅔%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

10.6 Paved Common Areas. Certain paved areas may be part of the Facilities under the jurisdiction of a District. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. 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.

10.7 Delegation and Managers. 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. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a 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.

10.8 Use.

10.8.1 General Public 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.

10.8.2 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. Thereafter, any such agreement shall require the approval of the majority of the Board.

10.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY, THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District, and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within Verano, if any. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Lot or Home with the prior approval of the ACC. All or a portion of the waterbodies within Verano may be part of the Facilities, as hereinafter defined, and owned by a District.

10.8.4 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.

10.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Verano accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Verano (e.g., the Common Areas) including, without limitation, (a) actions or inactions taken, or nuisances caused, by neighboring Owners (b) noise from maintenance equipment, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by the removal or pruning of shrubbery or trees within Verano and (f) design of any portion of Verano, (f) injury, damage, destruction and/or loss of life arising from the presence of water bodies within Verano, (g) the use of effluent in the irrigation or fertilization of Verano, (h) errant golf balls from neighboring properties, (i) power lines and/or natural gas lines running through Verano and (j) propane tanks, whether underground or above ground, located within Verano. Each such person entering onto any portion of Verano also expressly indemnifies and agrees to hold harmless Developer, the District, Association, and their employees, directors, representatives, officers, agents, affiliates, attorneys and partners (collectively, "Indemnified Parties") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, all waterbodies or pools do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, COYOTES, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, VILLAGE ASSOCIATIONS, IF ANY, AND ASSOCIATION 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.

10.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless 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 waterbodies within Verano, if any, 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, the District, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, the District, Association, 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 attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

10.8.7 North Joint Use and Maintenance Agreement. The North Joint Use and Maintenance Agreement contains important obligations and provisions including how certain shared infrastructures are used, maintained and replaced. The North Joint Use and Maintenance Agreement provides for the exclusive and non-exclusive use of certain irrigation and drainage facilities located within Verano. Furthermore, the North Joint Use and Maintenance Agreement provides that all necessary costs and expenses of maintenance, upkeep, repair and replacement of the "D/I Facilities" (as defined therein) shall be shared amongst the parties thereto. Association shall be responsible for complying with all the terms and conditions of the North Joint Use and Maintenance Agreement and all maintenance costs relating thereto shall form part of Operating Costs.

10.9 Rules and Regulations.

10.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Verano. 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 hereunder.

10.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to 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 or adversely affect the interests of 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 related improvements within Verano, 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 Verano), general offices and construction operations within Verano; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Verano 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 Verano; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Verano owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Verano including, without limitation, Homes; (vi) excavate fill from any waterways within and/or contiguous to Verano by dredge or dragline, store fill within Verano and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Verano 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 Verano.

10.10 Public Facilities. Verano 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 fire station, Public School, police station, and public SFWMD C-24 canal within Verano; provided however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County or any responsibility for maintenance of any portion thereof.

10.11 Emergency Shelter Space. Developer shall provide a plan for the provision of Emergency Shelter Space which meets the minimum requirements of the American Red Cross Standard 4496 and in accordance with the provisions set forth in the Verano DRI.

10.12 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 constructive 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.

10.13 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the County (other than Owners) or the assumption by the County of any responsibility for maintenance of any portion of the Common Areas. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall positively provide for the proper and continuous payment of taxes for Common Areas and maintenance thereof without expense to the general taxpayers of the County and shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. Developer may, but shall not be required, to apply for a street lighting special taxing district, which would operate upon creation.

10.14 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to City or County, their successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Verano (excluding such facilities located inside a Home or Commercial Unit) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City or County regulations ("**Non-Conforming Pavers**") in the course of construction of Homes, Commercial Units and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or County or any of their subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's or County's use of its easement rights granted in this Section 8.14, then Association shall replace or repair such damage at the expense of the Owner of the affected Home or Commercial Unit and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City or County and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which City or County or their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section.

10.15 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, the District, and their officers, directors, shareholders, representatives, agents, partners, affiliates, and any related persons or corporations and their 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 and/or the Facilities, 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, attorneys' and paraprofessional fees at all levels of proceedings including appeals), 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.

10.16 Site Plans and Plats. Verano may be subject to one or more plats (each individually a "**Plat**"). The Plat may identify some of the Common Areas within Verano. The description of the Common Areas on the Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) 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.

10.17 Conservation Easement. Association shall be responsible for all of the obligations and duties of grantor as set forth in the Conservation Easement.

11. Exclusive Common Areas. All terms and conditions of this Declaration applicable to the Common Areas shall be applicable to the Limited Common Areas, except as otherwise provided in a Village Declaration.

12. Verano Center Community Development District.

12.1 Generally. Developer has created the Verano Center Community Development District (the "**Verano Center District**") within Verano. Portions of Verano may be owned and maintained by the Verano Center District, including, but not limited to, roads, drainage system, landscaping and/or utilities. In the event that any portions of Verano are owned by the Verano Center District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the Verano Center District ("**Verano Center Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF VERANO WILL BE DESIGNATED COMMON AREAS OF THE ASSOCIATION OR VERANO CENTER FACILITIES OF THE VERANO CENTER DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS OF THE ASSOCIATION MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

12.2 Creation of the Verano Center District. The Verano Center District may issue special assessment bonds (the "**Verano Center Bonds**") to finance a portion of the cost of the Verano Center Facilities. The Verano Center District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the Verano Center District puts residential units and non-residential development within the jurisdiction of the Verano Center District. The Verano Center District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within Verano ("**Verano Center Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Verano Center Facilities may be funded by the Verano Center District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The Verano Center District may issue both long-term debt and short-term debt to finance the Verano Center Public Infrastructure. The principal and interest on the Verano Center Bonds may be repaid through non ad valorem special assessments ("**Verano Center District Debt Service Assessments**") levied on all benefiting properties in the Verano Center District, which properties have been found to be specially benefited by the Verano Center Public Infrastructure. The principal and interest on the other revenue backed bonds ("**Verano Center District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Verano Center Bonds issued to fund the Verano Center Public Infrastructure costs, the Verano Center District may also impose an annual non ad valorem special assessment to fund the operations of the Verano Center District, and the maintenance and repair of its Verano Center Public Infrastructure and its services ("**Verano Center District Maintenance Special Assessments**").

12.3 Verano Center District Assessments. The Verano Center District Debt Service Assessments and Verano Center District Maintenance Special Assessments will not be taxes but, under Florida law, will constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the Verano Center District, or may be billed directly by the Verano Center District. The homestead exemption is not applicable to the Verano Center District Assessments. Because a tax bill cannot be paid in part, failure to pay the Verano Center District Debt Service Assessments, Verano Center District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the Verano Center District Debt Service Assessments will be no greater than \$2,500.00 per year per Home and the initial amount of Verano Center District Maintenance Special Assessments will be approximately \$400.00 per year per Home. For information about Verano Center District Debt Service and Maintenance Special Assessments on Commercial Units, please contact the Verano Center District. Such amounts vary from year to year and from time to time. The actual amount of Verano Center District Debt Service Assessments will be set forth in the Verano Center District Assessment Methodology Report. Verano Center District Maintenance Special Assessments relating to Verano Center Facilities will be determined by the Verano Center District. Any future Verano Center District Assessments and/or other charges due with respect to the Verano Center Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. The Verano Center District may construct, in part or in whole, by the issuance of Bonds (as explained elsewhere in this Declaration), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the Verano Center District determines in its sole discretion.

12.4 Common Areas and Verano Center Facilities Part of Verano Center District. Portions of Verano may be conveyed by Developer to the Verano Center District. Such Verano Center Facilities will be part of the Verano Center District and the Verano Center District shall govern the use and maintenance of the Verano Center Facilities. In the event Developer conveys certain Verano Center Facilities to the Verano Center District, some of the provisions of this Declaration will not apply to such Verano Center Facilities, as the Verano Center Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Verano Center Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE VERANO CENTER DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the Verano Center District or Association, thereby making such Common Areas part of the Verano Center District's Verano Center Facilities. The Verano Center District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Verano Center Facilities, or Association's responsibility to maintain the Verano Center Facilities, if any. The establishment of the Verano Center District and the inclusion of Verano Center Facilities in the Verano Center District will obligate each Owner to become responsible for the payment of Verano Center District Debt Service

Assessments and the Verano Center District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Verano Center Facilities as set forth in this Section.

12.5 Verano Center Facilities Owned by District. The Verano Center Facilities may be owned and operated by the Verano Center District or owned by the District and maintained by Association. The Verano Center Facilities may be owned by a governmental entity other than the Verano Center District. The Verano Center Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Verano Center Facilities.

13. Verano #1 Community Development District.

13.1 Generally. Developer has created the Verano #1 Community Development District (the "**Verano #1 District**") within Verano. Portions of Verano may be owned and maintained by the Verano #1 District, including, but not limited to, roads, drainage system, landscaping and/or utilities. In the event that any portions of Verano are owned by the Verano #1 District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the Verano #1 District ("**Verano #1 Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF VERANO WILL BE DESIGNATED COMMON AREAS OF THE ASSOCIATION OR VERANO #1 FACILITIES OF THE VERANO #1 DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS OF THE ASSOCIATION MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

13.2 Creation of the Verano #1 District. The Verano #1 District may issue special assessment bonds (the "**Verano #1 Bonds**") to finance a portion of the cost of the Verano #1 Facilities. The Verano #1 District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the Verano #1 District puts residential units and non-residential development within the jurisdiction of the Verano #1 District. The Verano #1 District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within Verano ("**Verano #1 Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Verano #1 Facilities may be funded by the Verano #1 District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The Verano #1 District may issue both long-term debt and short-term debt to finance the Verano #1 Public Infrastructure. The principal and interest on the Verano #1 Bonds may be repaid through non ad valorem special assessments ("**Verano #1 District Debt Service Assessments**") levied on all benefiting properties in the Verano #1 District, which properties have been found to be specially benefited by the Verano #1 Public Infrastructure. The principal and interest on the other revenue backed bonds ("**Verano #1 District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Verano #1 Bonds issued to fund the Verano #1 Public Infrastructure costs, the Verano #1 District may also impose an annual non ad valorem special assessment to fund the operations of the Verano #1 District, and the maintenance and repair of its Verano #1 Public Infrastructure and its services ("**Verano #1 District Maintenance Special Assessments**").

13.3 Verano #1 District Assessments. The Verano #1 District Debt Service Assessments and Verano #1 District Maintenance Special Assessments will not be taxes but, under Florida law, will constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the Verano #1 District, or may be billed directly by the Verano #1 District. The homestead exemption is not applicable to the Verano #1 District Assessments. Because a tax bill cannot be paid in part, failure to pay the Verano #1 District Debt Service Assessments, Verano #1 District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the Verano #1 District Debt Service Assessments will be no greater than \$2,500.00 per year per Home and the initial amount of Verano #1 District Maintenance Special Assessments will be approximately \$400.00 per year per Home. For information about Verano #1 District Debt Service and Maintenance Special Assessments on Commercial Units, please contact the Verano #1 District. Such amounts vary from year to year and from time to time. The actual amount of Verano #1 District Debt Service Assessments will be set forth in the Verano #1 District Assessment Methodology Report. Verano #1 District Maintenance Special Assessments relating to Verano #1 Facilities will be determined by the Verano #1 District. Any future Verano #1 District Assessments and/or other charges due with respect to the Verano #1 Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. The Verano #1 District may construct, in part or in whole, by the issuance of Bonds (as explained elsewhere in this Declaration), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the Verano #1 District determines in its sole discretion.

13.4 Common Areas and Verano #1 Facilities Part of Verano #1 District. Portions of Verano may be conveyed by Developer to the Verano #1 District. Such Verano #1 Facilities will be part of the Verano #1 District and the Verano #1 District shall govern the use and maintenance of the Verano #1 Facilities. In the event Developer conveys certain Verano #1 Facilities to the Verano #1 District, some of the provisions of this Declaration will not apply to such Verano #1 Facilities, as the Verano #1 Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Verano #1 Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE VERANO #1 DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the Verano #1 District or Association, thereby making such Common Areas part of the Verano #1 District's Verano #1 Facilities. The Verano #1 District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Verano #1 Facilities, or Association's responsibility to maintain the

Verano #1 Facilities, if any. The establishment of the Verano #1 District and the inclusion of Verano #1 Facilities in the Verano #1 District will obligate each Owner to become responsible for the payment of Verano #1 District Debt Service Assessments and the Verano #1 District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Verano #1 Facilities as set forth in this Section.

13.5 Verano #1 Facilities Owned by District. The Verano #1 Facilities may be owned and operated by the Verano #1 District or owned by the District and maintained by Association. The Verano #1 Facilities may be owned by a governmental entity other than the Verano #1 District. The Verano #1 Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Verano #1 Facilities.

14. Verano #2 Community Development District.

14.1 Generally. Developer has created the Verano #2 Community Development District (the "**Verano #2 District**") within Verano. Portions of Verano may be owned and maintained by the Verano #2 District, including, but not limited to, roads, drainage system, landscaping and/or utilities. In the event that any portions of Verano are owned by the Verano #2 District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the Verano #2 District ("**Verano #2 Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF VERANO WILL BE DESIGNATED COMMON AREAS OF THE ASSOCIATION OR VERANO #2 FACILITIES OF THE VERANO #2 DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS OF THE ASSOCIATION MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

14.2 Creation of the Verano #2 District. The Verano #2 District may issue special assessment bonds (the "**Verano #2 Bonds**") to finance a portion of the cost of the Verano #2 Facilities. The Verano #2 District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the Verano #2 District puts residential units and non-residential development within the jurisdiction of the Verano #2 District. The Verano #2 District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within Verano ("**Verano #2 Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Verano #2 Facilities may be funded by the Verano #2 District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The Verano #2 District may issue both long-term debt and short-term debt to finance the Verano #2 Public Infrastructure. The principal and interest on the Verano #2 Bonds may be repaid through non ad valorem special assessments ("**Verano #2 District Debt Service Assessments**") levied on all benefiting properties in the Verano #2 District, which properties have been found to be specially benefited by the Verano #2 Public Infrastructure. The principal and interest on the other revenue backed bonds ("**Verano #2 District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Verano #2 Bonds issued to fund the Verano #2 Public Infrastructure costs, the Verano #2 District may also impose an annual non ad valorem special assessment to fund the operations of the Verano #2 District, and the maintenance and repair of its Verano #2 Public Infrastructure and its services ("**Verano #2 District Maintenance Special Assessments**").

14.3 Verano #2 District Assessments. The Verano #2 District Debt Service Assessments and Verano #2 District Maintenance Special Assessments will not be taxes but, under Florida law, will constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the Verano #2 District, or may be billed directly by the Verano #2 District. The homestead exemption is not applicable to the Verano #2 District Assessments. Because a tax bill cannot be paid in part, failure to pay the Verano #2 District Debt Service Assessments, Verano #2 District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the Verano #2 District Debt Service Assessments will be no greater than \$2,500.00 per year per Home and the initial amount of Verano #2 District Maintenance Special Assessments will be approximately \$400.00 per year per Home. For information about Verano #2 District Debt Service and Maintenance Special Assessments on Commercial Units, please contact the Verano #2 District. Such amounts vary from year to year and from time to time. The actual amount of Verano #2 District Debt Service Assessments will be set forth in the Verano #2 District Assessment Methodology Report. Verano #2 District Maintenance Special Assessments relating to Verano #2 Facilities will be determined by the Verano #2 District. Any future Verano #2 District Assessments and/or other charges due with respect to the Verano #2 Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. The Verano #2 District may construct, in part or in whole, by the issuance of Bonds (as explained elsewhere in this Declaration), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the Verano #2 District determines in its sole discretion.

14.4 Common Areas and Verano #2 Facilities Part of Verano #2 District. Portions of Verano may be conveyed by Developer to the Verano #2 District. Such Verano #2 Facilities will be part of the Verano #2 District and the Verano #2 District shall govern the use and maintenance of the Verano #2 Facilities. In the event Developer conveys certain Verano #2 Facilities to the Verano #2 District, some of the provisions of this Declaration will not apply to such Verano #2 Facilities, as the Verano #2 Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in this Declaration respecting Developer's obligation to convey the Common Areas will not apply to the Verano #2 Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE VERANO #2 DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the Verano #2 District or Association, thereby making such Common Areas part of the Verano #2 District's Verano #2

Facilities. The Verano #2 District or Association may promulgate membership rules, regulations, and/or covenants which may outline use restrictions for the Verano #2 Facilities, or Association's responsibility to maintain the Verano #2 Facilities, if any. The establishment of the Verano #2 District and the inclusion of Verano #2 Facilities in the Verano #2 District will obligate each Owner to become responsible for the payment of Verano #2 District Debt Service Assessments and the Verano #2 District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Verano #2 Facilities as set forth in this Section.

14.5 Verano #2 Facilities Owned by District. The Verano #2 Facilities may be owned and operated by the Verano #2 District or owned by the District and maintained by Association. The Verano #2 Facilities may be owned by a governmental entity other than the Verano #2 District. The Verano #2 Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Verano #2 Facilities.

15. Maintenance by Association.

15.1 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, and all improvements placed thereon.

15.2 District Facilities. A District may contract with Association for maintenance, repair and replacement of Facilities in the District's sole and absolute discretion.

15.3 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

15.4 Landscape Maintenance. Each Village Association shall maintain the entire yard of Homes within a respective Village, unless otherwise provided in the applicable Village Declaration. Landscape maintenance may include cutting grass, edging, fertilization, exterior pest control, irrigation system maintenance, and maintenance of trees and hedges. Association shall be responsible for the maintenance of the sprinkler system serving the private roads located outside of the Villages within Verano and the entrances for each Village.

15.5 Lakes, Lakes Slopes and Canals. Certain lakes, lake slopes, and canals located within Verano shall be maintained by Association, the cost of which shall be included in Operating Costs. Verano will contain the SFWMD C-24 canal. Association shall maintain such portions of the canal located within or adjacent to Verano, the cost of which shall be included in Operating Costs. A twenty foot (20') lake maintenance easement ("Lake Easement Areas") around the lakes in Verano shall exist in favor of the Districts, Association and each Village Association. Association shall maintain certain Lake Easement Areas and Village Associations shall maintain other portions. A blanket easement shall exist in favor of the Districts between and around Homes, as necessary, for pipes, conduit and other similar drainage facilities for drainage into lakes within Verano.

15.6 Canal Bridges. Verano contains the Canal Bridges. The Association shall maintain the Canal Bridges in accordance with the Verano DRI, the costs of which shall be included in Operating Costs.

15.7 Conservation and Preserve Areas. Verano contains conservation and preserve areas ("Conservation and Preserve Areas"). Prohibited activities in the Conservation and Preserve Areas include, but are not limited to, construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings, removal or excavation, dredging or removal of sole materials, diking or fencing, recreational vehicle use and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation. A Conservation Area Management Plan acceptable to St. Lucie County was submitted prior to final development plan approval to address the concerns regarding the Conservation and Preserve Areas. The Conservation Area Management Plan and is attached hereto as Exhibit 5 and recorded in the Public Records. The Conservation and Preserve Areas will be maintained and operated by Association or a District in accordance with the Conservation Area Management Plan.

15.8 Drainage. To the extent it is not the responsibility of a District, Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

15.9 Lawn Maintenance. The Association shall have no obligation whatsoever to perform any maintenance within the yards of Homes. If not the responsibility of a Village Association pursuant to a Village Declaration, each Owner shall be fully responsible for all maintenance relating to his, her or its Lot.

15.10 Public Roads. It is possible that either the District or Association may maintain the surfaces, medians and swales of the public roads within Verano. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments. Pursuant to the Annexation and Development Agreement which is part of the Title Documents (as hereinafter defined) Association may be required to maintain landscaping, signage, and/or hardscape within any road right of way or dedicated area. Such maintenance shall be performed at a level of finish and frequency which meets or exceeds the City's standards.

15.11 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be

the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home 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, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) 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 and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, District, and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

15.12 Surface Water Management System.

15.12.1 Duty to Maintain. The Surface Water Management System within Verano will be owned, maintained and operated by Association or a District as permitted by the SFWMD and/or ACOE. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. If owned by a District as part of the Facilities, the costs of the operation and maintenance of the Surface Water Management System may be part of the District Maintenance Special Assessments. Notwithstanding the foregoing, the SFWMD and/or ACOE has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

15.12.2 Amendments to Association Documents. 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, must have the prior written approval of the SFWMD and/or ACOE. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD and/or ACOE permit actions shall be maintained by Association's registered agent for Association's benefit.

15.12.3 Wetland Conservation Areas. Home and/or Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by the Conservation Easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting a Home or Commercial Unit. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SFWMD and/or ACOE, St. Lucie Service Office, Surface Water Regulation Manager.

15.12.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the Plats associated with Verano. Activities prohibited within the conservation areas include, but are not limited to, the following:

15.12.4.1 Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

15.12.4.2 Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

15.12.4.3 Removal or destruction of trees, shrubs or other vegetation; except for the removal of exotic or nuisance vegetation in accordance with a SFWMD approved maintenance plan;

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

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

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

15.12.4.7 Acts or uses detrimental to such aforementioned retention of land or water areas;

15.12.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical or archeological significance;

15.12.4.9 No Builder or Owner within Verano may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded Plat(s) of Verano, unless prior approval is received from the SFWMD and/or ACOE Environmental Resource Regulation Department; and

15.12.4.10 Each Builder and Owner within Verano at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SFWMD and/or ACOE.

15.12.5 Easement. The SFWMD is granted an easement over, under and across Verano to enter upon Verano at reasonable times with any necessary equipment or vehicles to enforce the rights of the SFWMD under the Conservation Easement in a manner that will not unreasonably interfere with the use and quiet enjoyment of Association and/or Owners within Verano at the time of such entry.

15.13 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall not be responsible for maintaining such areas located within a Lot. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and a District. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home or Commercial Unit.

15.14 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, Village Associations, or persons utilizing the Common Areas, through or under an Owner or Village Association, shall be borne solely by such Owner or Village Associations and the Home, Commercial Unit 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 the Association.

15.15 Right of Entry. Developer, Association, and City are granted a perpetual and irrevocable easement over, under and across Verano 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 Verano if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

15.16 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) 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 (or by Association after the Community Completion Date) upon areas which are within or outside of Verano. Such areas may abut, or be proximate to, Verano, 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 (by way of 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. To the extent there is any agreement between Developer and Association for the maintenance of any lakes or ponds outside Verano, Association shall maintain the same as part of the Common Areas.

15.17 Village Association Responsibility. Any Village Association having responsibility for maintenance of all or a portion of property with a particular Village pursuant to a Village Declaration shall perform such maintenance responsibility in a manner consistent with the Community Standards. In the event that Village Association fails to adequately maintain the property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Lots located within the Village, which the Association deems to be benefited by the maintenance performed by the Association. Each such Owner of a Lot shall pay its share of such expenses incurred by the Association together with an administrative surcharge of ten percent (10%) of such amount. Such Assessments may be collected as Individual Assessments and shall be subject to all lien rights provided herein.

15.18 Cooperation with Village Associations. The Board shall have the power to assist a Village Association in the performance of their duties and obligations under the Village Documents and cooperate with the Village Association so that the Village Association and the Association can more efficiently and economically provide all required services to the Owners. It is contemplated that from time to time the Village Association or the Association may use the services of each other in the furtherance of its goals and obligations and that they may contract with each other to better provide for such cooperation. Village Declarations may not impose less stringent standards on maintenance and conduct than those imposed by or in accordance with this Declaration. In the event standards set forth in this Declaration conflict with Village Declarations or standards of conduct or maintenance set by a Village Association, this Declaration and the Association's standards shall control.

16. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association or Village Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Verano by the Owner of each Home or Commercial Unit. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home or Commercial Unit that is fenced.

16.1 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping maintained by Owners.

16.1.1 Trees. Trees are to be pruned as needed.

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

16.1.3 Grass.

16.1.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

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

16.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

16.1.4 Mulch. Mulch is to be turned two (2) times per year and shall be replenished as needed on a yearly basis.

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

16.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed by each Owner at a minimum of three (3) times a year.

16.1.7 Irrigation. Sprinkler heads located on Lots shall be maintained by Association.

16.1.8 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.

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

16.1.10 Native Grass and Vegetation. No Owner shall alter, remove, modify or otherwise damage any native grass or vegetation within Verano. Association shall be responsible for maintaining all native vegetation within Verano, including, but not limited to, vegetation located on Common Areas and preserve areas.

16.1.11 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home or Commercial Unit for the purpose of insuring compliance with the requirements of this provision and the Landscape Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Landscape Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Landscape Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

16.2 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

16.2.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot. Each Owner shall comply with all water use restrictions imposed by applicable governmental entities. To the extent an Owner fails to comply with any such water use restrictions and Association is subsequently fined due to such water use, Association may impose an Individual Assessment upon such Owner for the payment of any fine(s) imposed on Association.

16.2.2 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Verano, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water. Notwithstanding the foregoing, Owners who install improvements to the Home or Commercial Unit (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

16.2.3 No landscape lighting shall be installed by an Owner with the prior written approval of the ACC.

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

16.4 Driveway and Sidewalk Repair. Each Owner shall be responsible to properly and timely repair, maintain and/or replace the driveway which comprises part of a Home or Commercial Unit and the sidewalk abutting the front Lot of the Home or front of a Parcel containing a Commercial Unit including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home or Commercial Unit, 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 or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home or Commercial Unit and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

16.5 Pest Control. Unless otherwise the obligation of a Village Association pursuant to a Village Declaration, each Owner shall be fully responsible for the pest control relative to its Lot/Home. Additionally, upon notice from the Association, an Owner shall take such pest control measures as are deemed reasonably necessary by the Association. Notwithstanding the foregoing, in the event of a pest related issue that impacts multiple Paired Residences or other joined properties, the Owners must notify the Association within ten (10) days of noticing a pest related issue, and the Association, in its discretion, may treat such issue and charge all Owners within the Paired Residence Building or other building an equal share of the cost as an Individual Assessment. To the extent an Owner fails to timely notify the Association of a pest issue that may potentially impact multiple Paired Residences within a Paired Residence Building, then such Owner may be held accountable for treatment of the entire issue, or any damages resulting from or any additional services required due to the delayed notice.

17. Adjacent or Nearby Golf Course. There shall be no golf course within Verano. Notwithstanding the foregoing, some Homes within Verano may be adjacent to neighboring properties that contain a golf course or golf courses. Each Owner of a Home that is adjacent to or near a golf course assumes all risk associated with purchasing and residing within a property located near a golf course. Each such Owner, by virtue of accepting title to their Home, acknowledges, understands and agrees that golf course maintenance, and the play of golf may create noise, odors, and traffic, and that golf courses use fertilizers, pesticides and other chemicals for maintenance, and that none of same are within the control, and none of same are the legal responsibility or liability of the Developer or Association. Association and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of an Owner's use or enjoyment of the Home, (b) design of a golf course on a neighboring property, (c) the level of skill of any golfer using an adjacent property, (d) trespass by any golfer on the Home, that may result from property damage or personal injury from golf balls (regardless of number) hit on the property or adjacent roadways. Furthermore, each Owner hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Association harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Home, or for any personal injury or property damage.

18. Cemetery. A portion of Verano is adjacent to the Peacock Family Cemetery. Each Owner acknowledges that the Peacock Family Cemetery lies adjacent to Verano. Association does not control the Peacock Family Cemetery and shall have no maintenance obligations with respect thereto. Association and Owners shall be subject to certain easement rights reserved pursuant to that certain Warranty Deed recorded in Official Records Book 369 at Page 1166 of the Public records of County (and shall be included in the Title Documents, as defined herein).

19. Use Restrictions. All Owners within Verano shall comply with the following:

19.1 Alterations and Additions. No material alteration, addition or modification to a Lot 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.

19.2 Animals. No animals of any kind shall be raised, bred or kept within Verano for commercial purposes. No roosters or pigeons shall be raised or kept within Verano. The breeding of animals is strictly prohibited within Verano. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County and City ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only 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. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. 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. 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 Verano 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.

19.3 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 Lot, unless approved by the ACC.

19.4 Cars, Trucks and Boats.

19.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. The entry area of the driveway for each Home shall be reserved for the Owner(s), guests and invitees of such Home. No vehicles of any nature shall be parked on any portion of Verano or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like shall be parked in Verano except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Verano. Owners shall not park in guest parking spaces located on the Common Areas.

19.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power or which, in the Board's discretion, is damaged in a way that negatively impacts the aesthetics of Verano including, but not limited to, a vehicle that has plastic bags covering broken or missing windows, shall remain within Verano for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Verano. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted on any vehicle except in the garage of a Home.

19.4.3 Prohibited Vehicles. No boat, commercial vehicle, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Verano except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, *etc.*) 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 or Builder of Homes, Common Areas, or any other Verano facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Verano. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on Verano. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

19.4.4 Golf Carts. Privately owned golf carts are permitted within appropriate areas of Verano, provided that all privately owned golf carts must be: (i) battery operated; (ii) made by a manufacturer approved by the Association; (iii) limited to 6 seats, and (iv) legal for operation in roadways, and (v) covered by insurance, as required by this Declaration. Golf cart operators shall follow all rules and laws of applicable roadways. Operators must be of legal age to drive, and no driving under the influence of drugs or alcohol shall be permitted. Golf carts shall be specifically prohibited within sports courts, and may be prohibited in other areas as deemed necessary or appropriate in the Association's discretion from time to time. Each person operating or riding in a golf cart within Verano agrees to do so responsibly, and accepts and assumes all risk and responsibility for liability, injury, or damage connected with the use of the golf cart within Verano. Each such person also expressly indemnifies and agrees to hold harmless Developer, the Districts, Association, Village Associations, Builders and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damage or injury, whether direct or consequential, arising from or related to the person's use of a golf cart within Verano, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using golf carts within Verano do so at their own risk. Each Owner and his or her guests and invitees are responsible for their own safety.

19.5 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 set forth in Section 21.2.2 herein and 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.

19.6 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, or a Builder, no commercial or business activity shall be conducted in any Home within Verano. 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 Verano. No solicitors of a commercial nature shall be allowed within Verano, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

19.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes or Lots within Verano. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN VERANO AND THE RESIDENTIAL ATMOSPHERE THEREOF. IN THE EVENT AN OWNER OR OCCUPANT VIOLATES THE TERMS OF THIS SECTION, THE DEVELOPER AND/OR ASSOCIATION SHALL HAVE THE RIGHT TO ENTER UPON THE HOME OR LOT AND CURE THE VIOLATION AS FURTHER PROVIDED IN THIS DECLARATION.

19.8 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 or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

19.9 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 Verano.

19.10 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, wind chimes, light fixtures, sculptures, statutes, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Verano without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on October 15th and shall be removed no later than January 15th of the following year. 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 Home). To the extent any decorations impede the Association's or a Village Association's access to a Front Yard or otherwise prevent or limit the Association's or Village Association's ability to perform its maintenance obligations hereunder or under a Village Declaration, such Owner shall be fully responsible for all maintenance as may be deemed necessary by the Association or Village Association until the decorations are removed, and neither the Association nor any Village Association vendor shall be responsible to the applicable Owner for any damage to any such decorations that occurs during the course of the performance of maintenance services and/or accessing the Lot. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

19.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Verano 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.

19.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such system and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home 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, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) 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 the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, Builders, District, and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

19.13 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. 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.

19.14 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 in writing; (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. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

19.15 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 except when screened on the exterior by landscaping at perimeter locations in Villages and Verano. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing bronze aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approved of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided herein.

19.16 Firearms. The discharge of firearms, cross-bows and sling shots within Verano is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size. Notwithstanding the foregoing, this Section shall not be construed to limit any applicable local, state or federal law relating to the use, discharge, and/or possession of firearms.

19.17 Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. The foregoing limitation shall not apply to fuel for emergency generators. Furthermore, notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted on a Lot if approved in accordance with this Declaration. The Association shall be permitted to store fuel on the Common Areas for operation of maintenance vehicles, generators and similar equipment. This Section shall not apply to Developer or its designees who may, but shall not be required to, provide an underground gas distribution system to service Homes. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

19.18 Garages. Each Home may have its own garage. The conversion of any garage within Verano shall be prohibited without approval of the ACC. Garage doors may be left open during use for vehicular and pedestrian ingress and egress, in addition to other uses, and while performing activities in and around the garage, Home or Lot, so long as such additional uses and activities do not become a nuisance. At all other times, garage doors shall remain closed.

19.19 Garbage Cans. 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 or Commercial Unit so as to be visible from outside the Home, Commercial Unit or Parcel. Each Owner shall be responsible for properly depositing his or her 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 and shall be stored by the end of the day of pick-up. To the extent any Owner must utilize any swale in connection with bulk pickup items, such Owner shall be obligated to request the bulk pickup and may not place the debris or other bulk items outside earlier than 1:00 pm the day before the scheduled pickup, and must further notify the Association in writing as to the placement of the items and the request for pickup of the same. Any bulk items that are left in any portion of the Common Areas without notice to the Association shall be considered dumping and shall subject the applicable Owner to fines and/or legal action. In the event of legal action by the Association, the applicable Owner (and his or her guests, tenants and/or invitees) shall be fully liable for the Association's legal fees and costs.

19.20 General Use Restrictions. Each Home, the Common Areas and any portion of Verano shall not be used in any manner contrary to the Association Documents.

19.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home or Commercial Unit shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

19.22 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes or Commercial Units, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). Owners are prohibited from using the lakes and/or waterways for irrigation. Association may use waterways and lakes to irrigate Common Areas and Homes, as applicable subject to applicable permitting. AT SUCH TIME AS MADE AVAILABLE TO VERANO, THE IRRIGATION SYSTEM SHALL UTILIZE TREATED WASTEWATER EFFLUENT. UTILIZATION OF TREATED WASTEWATER EFFLUENT MAY BE A SIGNIFICANT COST TO THE ASSOCIATION. 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 and Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and Homes.

19.23 Lake Easement Areas. Nothing may be erected, installed, planted, stored, located or otherwise in the Lake Easement Areas.

19.24 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 Lot. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

19.25 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Verano. 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 Verano shall be the same as the responsibility for maintenance and repair of the property concerned.

19.26 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of 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 of Homes shall be provided to Association if so requested by 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 of a Home must make available to the Lessee or occupants copies of the Association Documents. No lease term shall be less than ninety (90) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home. The foregoing shall not apply to Commercial Units approved by Developer for hotel or motel use. Association shall provide Lessees with a temporary access card, barcode or other necessary items to enable access to Verano. Association, from time to time, may impose an administrative fee for processing the information provided for in this Section.

19.27 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Builders, and Association shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by a responsible adult at all times.

19.28 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 Verano is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within Verano. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Verano, including a Home or Lot which will increase the rate of insurance to be paid by Association.

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

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

19.31 Personal Property. All personal property of Owners or other occupants of Homes 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, Lot or Home, or any other portion of Verano, which is unsightly or which interferes with the comfort and convenience of others.

19.32 Plumbing and Water Conservation. Water-saving plumbing and fixtures and other water conserving methods that meet Permit requirements shall be installed and maintained within the Homes, Commercial Units and Verano. Water Conservation shall be observed when dictated by weather conditions or other restrictions and may affect the appearance of the Common Areas, or other portions of Verano.

19.33 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC. 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 Lot 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 in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer or a Builder, no diving boards, slides, or platforms shall be permitted without the approval of the ACC.

19.34 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Verano or change the level of the land within Verano, or plant landscaping

which results in any permanent change in the flow and drainage of surface water within Verano. Owners may not place additional plants, shrubs, or trees within any portion of Verano without the prior approval of the ACC.

19.35 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 and such treatments may be required as often as deemed reasonably necessary by Association. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding an applicable Village Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual, or more frequent, window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

19.36 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home, Commercial Unit 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 Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of Verano. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission (the "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.

19.37 Service Providers. Service providers and domestic help (e.g., nannies and nurses) of any Owner may not gather or lounge in or about the Common Areas.

19.38 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, 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 Verano that is visible from the outside of a Home without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). "For Sale" and "For Rent" signs must be approved by the ACC. "For Sale" and "For Rent" signs for Homes must be no larger than 12" x 12". Developer is exempt from this Section. No signs may be placed in the window of a Home or Commercial Unit. No in-ground flag poles (except as Developer Owner may use) shall be permitted within Verano, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday shall be permitted without ACC approval. All signage on Commercial Units is subject to the approval of Developer and the ACC. Notwithstanding the foregoing, no ACC approval is necessary for the installment of one (1) portable, removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, and portable, removable official flags, not larger than four and one-half feet (4 ½') by six feet (6'), which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed in a respectful manner.

19.39 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Verano without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written 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 or Commercial Unit. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

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

19.41 Subdivision and Regulation of Land. No portion of any Home, Lot 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 Verano, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

19.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Verano or within any Home, Lot or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

19.43 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any waterbodies within or adjacent to Verano. Boating and personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected or boats moored within any waterbody.

19.44 Use of Homes. Except as otherwise permitted by the Association Documents, each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

19.45 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 Lot where such obstruction would create a traffic problem.

19.46 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

19.47 Wells and Septic Tanks. Owners shall be prohibited from using or installing wells or septic tanks within Verano.

19.48 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

19.49 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home including, without limitation, the garage.

19.50 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other 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. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

19.51 Xeriscape Landscaping. Verano will contain xeriscape landscaping to reduce irrigation water demand and to comply with the requirements of the City. No Owner shall alter or remove such landscaping without the prior approval of the ACC. Xeriscape landscaping may not be as attractive as traditional landscaping but it offers environmental advantages.

20. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home or the Common Areas 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 including, without limitation, overhangs on Homes with side entry, which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and overhangs, and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home or Common Areas.

21. Requirement to Maintain Insurance.

21.1 Association. Association shall maintain the following insurance coverage:

21.1.1 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.

21.1.2 Liability, Property Damage, Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard 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) and Association.

21.1.3 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.

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

21.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

21.1.6 Items not Covered by Premiums. Each Owner acknowledges that certain items will not be covered by insurance policies maintained by the Association, including but not limited to, deductibles and landscaping. The cost incurred by Association regarding such items shall be assessed to all Owners as a Special Assessment.

21.2 Homes.

21.2.1 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 as applicable, 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.

21.2.2 Requirement to Reconstruct or Demolish. 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, if any ("Required Demolition") to the extent permitted under law. 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 or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed 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.

21.2.3 Paired Residence Buildings. Certain Homes are separated by Party Walls but form part of a Paired Residence Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Paired Residence Building must have the written agreement of all of the Owners of Homes within such Paired Residence Building, as applicable, before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Paired Residence Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Paired Residence Building, as applicable, and all Owners of damaged or destroyed Homes within such Paired Residence Building shall perform Required Repair with respect to such Homes.

21.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 21.2.4 shall be in accordance with any standards established by Association with respect to any casualty that affects all or a portion of Verano.

21.2.5 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.

21.2.6 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

21.2.7 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

21.3 Automobile and Golf Carts. Each Owner shall be required to obtain and maintain adequate insurance for his or her automobile(s) and golf cart(s) used to travel on the roads or other areas within Verano. Such insurance shall be sufficient to comply with minimum statutory requirements for the State of Florida regarding such vehicles and standards adopted by Association from time to time. Association shall be named as additional insureds on each such policy of insurance. Upon the request of Association, each Owner shall be required to supply the Board with evidence of such insurance coverage 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.

21.4 Fidelity Bonds. If available, Association may obtain 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):

21.4.1 The bonds shall name Association as an obligee.

21.4.2 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.

21.4.3 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.

21.4.4 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) and Association.

21.5 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.

21.6 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 Lot or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty as approved by the ACC.

21.7 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).

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

21.9 Cost of Insurance. 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. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred which result from a natural disaster or an act of God, which are not covered by proceeds from insurance maintained by Association (*i.e.*, the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Developer's deficit funding obligation, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.

22. Property Rights.

22.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Verano 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:

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

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

22.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

22.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

22.1.5 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.

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

22.1.7 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

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

22.1.9 The rights of Developer and/or Association regarding Verano as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

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

22.1.11 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

22.1.12 The right of Association to evict occupants, tenants, guests and invitees as provided in this Declaration.

22.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and 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.

22.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself and its nominees over, upon, across, and under Verano as may be required in connection with the development of Verano, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Verano, 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 Verano for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems 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 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 use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Verano from Developer's sales facilities located within Verano. 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. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign their rights hereunder to each Builder.

22.4 Public Easements. City, County, 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. The County shall also 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 Verano.

22.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas 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.

22.6 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.

22.7 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 Verano (including Lots, 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.

22.8 Blanket Easement in Favor of Districts. Each District shall also have blanket easements necessary for District operations above, across and under Verano. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District as well as provide the District with an easement over all roads for water and sewer drainage.

22.9 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 Verano (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

22.10 Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Verano for drainage, irrigation and water management purposes and for purposes of installing, repairing, modifying or improving drainage facilities or components. A non-exclusive easement for ingress, egress and access exists as shown on the Plat for such parties to enter upon and over any portion of Verano (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation 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 Verano and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Verano 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.

22.11 Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the neighboring golf course (i.e., any golf course outside of but adjacent to Verano) over Homes, Common Areas, and other properties adjacent to the neighboring golf course, to permit every reasonable act necessary and appropriate to playing golf, including but not limited to, the retrieval from the Common Areas and non-fenced yards of Homes. 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 course vehicles and maintenance equipment and the usual common noises and odors created by playing golf and constructing and maintaining the golf course. Developer, Association and Village Associations shall not be liable or responsible for disputes between an Owner and any person using a golf course adjacent to Verano. 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, or Village Associations arising or resulting from any errant golf balls or damages caused thereby.

22.12 Easement in favor of Association. Association is hereby granted an easement over all of Verano, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas and Village Common Areas, if any, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

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

23. Assessments.

23.1 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 and Builders shall pay Assessments. Notwithstanding the foregoing, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Rather, during any period in which Developer is deficit funding the Association, each Builder shall pay pursuant to a Builder budget to be prepared by Developer in its discretion such portion of Operating Costs which benefits any Lot or 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 or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same. To the extent Developer is not deficit funding Association, each Builder shall be required to pay Assessments in connection with its Lots. The statutory rights afforded to Association including, without limitation, the right of Association to file liens, bring actions for foreclosure and/or the right of Association to accelerate the amount of Assessments due upon non-payment of Assessments, shall also apply to Assessments (or portions of Operating Costs) owed by Builders with respect to Homes and/or Lots owned by such Builders. Additionally, all legal fees, late fees, interest and attorneys' fees and costs relating to the collection of Assessments from Builders shall be fully recoverable by Association against Builders.

23.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

23.2.1 Any quarterly assessment (as determined by the Board) or charge for the purpose of operating 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 "Installment Assessments");

23.2.2 Any Village Assessments for the purpose of providing Village-specific services authorized by this Declaration or a Village Declaration;

23.2.3 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

23.2.4 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");

23.2.5 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 Installment 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 Areas (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 approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

23.2.6 Assessments for which one or more Owners (but less than all Owners) or Builders within Verano is subject ("Individual Assessments") such as costs of special services provided to a Home, Commercial Unit 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 or Commercial Unit. By way of example, and not of limitation, all of the Owners within a Village may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Village. Further, in the event an Owner fails to maintain the exterior of his or her Home or Commercial Unit (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home or Commercial Unit and to repair, restore, and maintain the Home or Commercial Unit as required by this Declaration. The cost thereof, plus a ten percent (10%) administrative surcharge, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services 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. Further, in the event that Association decides it is in the best interest of Verano that Association perform any other obligation of an Owner under this Declaration and/or a Village Declaration, the cost of performing such obligation shall be an Individual Assessment. Further, Association shall have the right to perform any obligation of a Village Association and assess all Owners within the Village the costs of performance as Individual Assessments. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

23.3 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.

23.4 Allocation of Operating Costs.

23.4.1 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.

23.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves. Each Owner of a Home shall be assessed on a uniform basis except for Individual Assessments.

23.4.3 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 Installment Assessments, as applicable, 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 Installment Assessments, which Special Assessment shall relate back to the date that the Installment 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).

23.4.4 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.

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

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

23.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder, unless waived by the Developer.

23.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, the total number of Homes to be included in Verano, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year (as determined in Developer's discretion), it is possible that Association may collect more or less than the amount budgeted for Operating Costs. At any time (and from time to time) prior to and including the Turnover Date, Developer shall have the option ("**Developer's Option**") to either (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all Installment Assessments due from Owners and other income produced by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. In the event that Developer elects to fund all or a portion of the shortfall in Installment Assessments, as stated above, Developer shall have no obligation to fund bad debt expenses relating to the payment of Assessments including, without limitation, estimates for bad debt allowance and actual write-offs of Owner balances. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Developer immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (*e.g.* once the amount is finally determined), or, in Developer's sole and absolute discretion, pursuant to terms and conditions (*e.g.*, payment plan) approved by Developer. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, (ii) pay Special Assessments, management fees or Reserves, or (iii) pay amounts due from, but not paid by, Owners, as referenced above. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs or applied against prior or future deficits, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, 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.

23.8.1 If an audit of the Association's financial records reveals that Developer has funded a greater amount (*e.g.* including, without limitation, pre-paid amounts, deposits for utilities, Developer's funding of delinquent Installment Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

23.8.2 If Developer elects to loan funds to Association for any purpose including, but not limited to, covering uncollected Assessments due from Owners which are not timely paid, Developer may, but shall have no obligation to, require the Association to sign a promissory note. Notwithstanding the foregoing, irrespective of whether a promissory note exists with respect to any loan to Association by Developer, Association shall be liable to Developer for all amounts loaned.

23.9 Budget. 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. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments or other amounts as per the Builder budget prepared by the Developer for each Lot or Parcel owned by such Builder commencing from the date the Builder obtained title to such Lot or Parcel. During the deficit funding period, if any, Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. 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.

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

23.10.1 Installment 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 720.303(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 and 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 Association. The Board may, from time to time, determine how the Assessments will be collected by Association (*i.e.*, monthly, quarterly or annually).

23.10.2 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.

23.10.3 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.

23.11 Initial Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution in an amount up to three (3) months Assessments (the "Initial Contribution") as determined by Developer in its sole and absolute discretion. The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

23.12 Resale Contribution. Association may establish a resale contribution ("Resale Contribution") payable to the Association. After the Home has been conveyed by the Developer to the first purchaser of the Home, there shall be collected upon every subsequent conveyance of ownership interest in a Home by an Owner, other than Developer or Builders, a Resale Contribution amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or Builder. The Resale Contribution shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home after the Home has been conveyed by the Developer to the first purchaser of the Home. The amount of Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

23.13 Assessment Estoppel Certificates. No Owner or Builder shall sell or convey its interest in a Lot unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner or Builder. Association shall prepare and maintain a ledger noting Assessments due from each Owner or Builder. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner upon request. Within ten (10) days of a written request therefor, there shall be furnished to an Owner or Builder 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 or Builders 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 or Builder 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 and Builder waives its rights (if any) to an accounting related to Operating Costs or Assessments.

23.14 Payment of Home Real Estate Taxes. Each Owner and Builder 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.

23.15 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, 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 Lot and all personal property located thereon owned by the Owner or Builder 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 Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. 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 or Builder of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

23.16 Subordination of Lien to Mortgages. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and, except as set forth in this Section, mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. An acquirer of title to a Lot, whether by foreclosure, deed in lieu of foreclosure, or otherwise, shall be liable for all unpaid Assessments, interest, late fees and reasonable attorney's fees and costs incurred by Association in the collection of unpaid amounts that became due prior to such acquirer's acquisition. Notwithstanding the foregoing, with respect to a Lender or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such Lender's liability respecting the unpaid Assessments (but not late fees, interest or reasonable attorney's fees or costs incurred by Association in the collection of unpaid amounts) that became due prior to the Lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The limitations on Lender liability provided in this Section apply only if the Lender filed suit against the Owner and initially (and not through amendment or re-foreclosure) joined Association as a defendant in the Lender's foreclosure action when such action was first filed with a court. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the Lender. To the maximum extent permitted by Florida law as modified or amended from time to time, any acquirer of title to a Lot including, without limitation, a Lender or other third party, shall be liable for all late fees and interest charged against the former Owner of the Lot and all reasonable attorney's fees and costs incurred by Association in collection efforts against the former Owner of the Lot. Unless specifically provided otherwise by Association in writing from time to time and in its sole and absolute discretion, late fees, interest and reasonable attorney's fees and costs shall not be considered Assessments as that term is used in this Section. The Lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed including, but not limited to, Assessments (as the same may be limited above), late fees, interest, attorneys fees and costs owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle

Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a Lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for Lenders included in this Section, a Lender must give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. Any unpaid Assessments for which an acquirer of title is not liable (*i.e.*, where a Lender takes title to a Lot, any past due Assessment amounts which exceed the lesser of 12 months of Assessments or one percent (1%) of the original mortgage debt) may be reallocated and assessed to all Owners (including such acquirer of title) as part of Operating Costs included within Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the acquiring party from liability for, nor the Lot 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 a foreclosure.

23.17 Survival of the Association's Lien. To the extent that the Association forecloses upon its lien, as permitted by Florida law and the Association Documents, and becomes the owner of record title to a Home or Lot, the Association's lien shall survive foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, interest, attorneys fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the Owner that takes title to the Home or Lot after the Association, and the Association shall have no liability for the same.

23.18 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.

23.19 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. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner or Builder personally obligated to pay the same, and/or foreclose the lien against the Lot/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. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner or Builder, if the Owner or Builder remains in possession of a Lot after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Lot to collect the rent if the Lot is leased or rented during the pendency of the foreclosure action. 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, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner or Builder 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 by abandonment of a Lot.

23.20 Exemption. Notwithstanding anything to the contrary herein, neither Developer nor the District nor any Home or property owned by Developer shall (unless specified to the contrary by Developer 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, or fund the deficit, if any, as set forth in Section 23.8 herein. In addition, the Board shall have the right to exempt any portion of Verano subject to this Declaration from the Assessments, provided that such portion of Verano exempted is used (and as long as it is used) for any of the following purposes:

23.20.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

23.20.2 Any real property interest held by a Telecommunications Provider;

23.20.3 Any of Verano exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

23.20.4 Any Common Areas; and

23.20.5 Any Facilities.

23.21 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, pre-trial and at all levels of proceedings, including appeals 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, pre-trial and at all levels of proceedings, including appeals.

23.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, 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.

23.23 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.

23.24 Additional Development Lender Rights. In the event that any Development Lender (the "Acquiring Party") acquires title to any portion of Verano owned by Declarant (or on which Declarant held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Declarant hereunder (and under the Articles, Bylaws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles, Bylaws or Rules and Regulations), the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Declarant (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Declarant or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles, Bylaws or Rules and Regulations). The development or construction of the improvements shall mean and refer to all of the improvements constructed upon the Property.

23.25 Collection of Assessments. Installment Assessments shall be paid by each Owner directly to Association separate from any assessments then due to any Village Association. Any collection proceedings for an Owner's failure to pay Assessments shall be the sole responsibility of Association. Each Owner shall be responsible to pay all Assessments to Association on time and in full regardless of other assessments due to such Owner's Village Association. Notwithstanding the foregoing, the Board may require that Installment Assessments shall be paid by each Owner to their respective Village Association together with all assessments due to such Village Association. In such event, each Village Association shall remit a lump sum payment to Association of the full amount of Installment Assessments collected for Homes or Lots within each Village. Additionally in such event, collection proceedings for an Owner's failure to pay Installment Assessments may be brought by Association or the applicable Village Association, but in no event shall Association and a Village Association be entitled to initiate collection proceedings for the same amounts. In the event a Village Association fails to remit a required payment in full at any time, Association shall be entitled to all remedies available at law or in equity.

24. Information to Lenders and Owners.

24.1 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.

24.2 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.

24.3 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:

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

24.3.2 Any delinquency in the payment of Assessments 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;

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

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

25. Villages.

25.1 General. Every Lot will be located within a Village. The Lots within a particular Village may be subject to a Village Declaration and the Owners may all be members of a Village Association in addition to the Association. At the time provided in the Bylaws, the Board must coordinate a Village meeting. Prior to the formation of a Village Committee, the Developer shall perform the functions of the Village Committee.

25.2 Request for Services. Each Village, upon the written consent of the Developer (so long as the Developer owns one (1) or more Homes within Verano) and Owners (including Developer, representing a

majority of the Lots) within the Village, which such latter consent shall be delivered to the Association and shall contain the signatures of such majority, may request that the Association provide a higher level of service or special services for the benefit of Homes in such Village, the cost of which shall be assessed against the beneficial Homes as a Village Assessment. The Association, may, but shall not be required to, provide such higher level service.

25.3 Division of Villages. The Developer shall designate Villages by Village Declaration. Village Assessments shall be authorized by Village Declaration. Any Village may be expanded by amendment to a Village Declaration authorized solely by Developer.

25.4 Approval of Village Association Documents and Ability to Enforce Rules. In order to ensure compliance with the community-wide maintenance standards promulgated by the Association from time to time, the Association shall have the following rights and powers with respect to each Village Association:

25.4.1 Approval of Village Association Documents. The Association shall have the right to approve all Village Association documents and all amendments thereto. Each Village Association shall submit all proposed Village Association documents and amendments thereto to the Association for review and approval prior to recordation thereof.

25.4.2 Enforcement of Village Association Documents. The Association shall have the power, but not the obligation, to enforce all rules and regulations promulgated by any Village Association, together with the terms and provisions of any Village Association documents.

25.4.3 Other Powers of the Association with Respect to Villages. The Association shall have the power to veto any action taken or contemplated to be taken by a Village Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community Standards. The Association shall also have the power to require specific action to be taken by any Village Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting Verano. As indicated below in this Declaration regarding delegation of maintenance, the Association shall also be entitled to require that a Village Association perform certain maintenance where the Association reasonably believes that such maintenance is specific to such Village, even if the Association would otherwise be responsible for such maintenance pursuant to this Declaration. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Village Association, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair, or replacement of the property governed by such Village Association. Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Village Association shall be taken within the time frame set by the Association in such written notice, which time frame shall be reasonable. If the Village Association fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Village Association, the Association shall assess the Lots in such Village for their pro rata share of any expenses incurred by the Association in taking such action. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

25.4.4 Gated Entrances. Some Villages may have separate gated entrances for access to such Village. Developer may, at anytime prior to and including the Turnover Date and in its sole and absolute discretion, may install additional gated entrances for those Villages that do not have gated entrances. The cost of maintaining such gated entrances shall be an expense of the applicable Village and shall for part of Village Assessments, unless otherwise provided in this Declaration.

25.4.5 Entry Rights. The Association shall have the right, for itself, its designee, contractors, or any agent or employee, to enter upon any property administered by a Village Association to carry out the provisions hereunder or the applicable Village Declaration, and the same shall not constitute a trespass.

25.4.6 Delegation. The Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Village Association any obligation of maintenance or repair created under this Declaration or by delegations from Developer. The Association shall have the right, at any time, by its sole act, to terminate such assignment and again fulfill such rights and obligations.

25.4.7 Right to Maintain Village Property. The Association shall have the right (but not the obligation) to maintain the exterior of Homes within a Village and Common Areas of the Village, including in particular, landscaping within the Village, and may assess the cost of such maintenance as a Village Expense.

25.4.8 Priority. When a Village Declaration or Village Association documents pertaining to any Village is in conflict with this Declaration, the Articles or any documents of the Association, this Declaration and the other documents of the Association shall prevail.

25.5 No Liability. Developer, the Association and their directors, officers, agents, employees and affiliates shall have no liability or responsibility whatsoever to any Person concerning any matters pertaining to any Village Association.

25.6 Indemnification. The Village Associations 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 the respective Village Association and improvements thereon, or resulting from or arising out of activities or operations of the Owners or respective Village Association, and from and against all legal fees, expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expenses of fulfilling this covenant of indemnification shall be part of the Village Assessment for the respective Village Association to the extent such matters are not covered by insurance maintained by such Village Association.

25.7 Dispute Resolution. The Association may, but shall not be obligated to, exercise jurisdiction over and act as arbiter with respect to any dispute between any Villages or Village Associations within Verano.

26. Owners Liability.

26.1 Loop Irrigation System. Some or all Homes, Commercial Units and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home or Commercial Unit that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home or Commercial Unit. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home or Commercial Unit. Any damages to the Home or Commercial Unit resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, including without limitation, a patio, and/or screened enclosure ("Improvement") on the Home or Commercial Unit upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then, where applicable, a five (5) foot gate must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home or Commercial Unit must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of Verano drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

26.2 Violations. Should any Owner do any of the following:

26.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD and/or ACOE; or

26.2.2 Cause any damage to any improvement or Common Areas; or

26.2.3 Impede Developer or Association from exercising its rights or performing its responsibilities hereunder; or

26.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

26.2.5 Impede Developer from proceeding with or completing the development of Verano;

then, Developer and/or Association, 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 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, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

26.3 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:

26.3.1 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

26.3.2 Commence an action to recover damages; and/or

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

26.4 Expenses. 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, pre-trial and at all levels of proceedings, 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.

26.5 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.

26.6 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD and/or ACOE, Developer, and Association pursuant to any terms, provisions, covenants or conditions of this Declaration 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.

26.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Developer and/or, where applicable, Association and/or Owners, 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 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.

26.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and/or common services including, but not limited to, cable services and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD and/or ACOE.

26.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

26.8.2 Unless otherwise permitted by Florida law, fines or suspensions may not be imposed by the Board without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Violations Committee does not by a majority vote confirm a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

26.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

26.8.4 To the extent the Violations Committee confirms the fine to be levied by the Board, the Board may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

26.9 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portion of Verano, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of Verano in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave Verano and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave Verano and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action, including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Home as an Individual Assessment.

27. Architectural Control. The following provisions govern Verano.

27.1 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 Verano. 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. The ACC shall have the right to form subcommittees consisting of representatives from each Village to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. 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.

27.2 Developer Review. Prior to and including the Turnover Date, Developer shall be reimbursed for all administrative expenses incurred relating to the review of applications pursuant to this Section. Such reimbursement shall be made through review fees collected by the ACC. ACC review fees collected in a given taxable year shall be reduced by Developer's expense in such year.

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

27.4 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Verano. Accordingly, if activated, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Verano by Owners other than Developer. 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.

27.5 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 OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING VERANO. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW VERANO 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.

27.6 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards attached to this Declaration as the same may hereafter be promulgated or revised by the ACC and approved by the Board of Association 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.

27.7 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.

27.8 Power and Duties of the ACC. No improvements shall be constructed on a Lot or Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot or 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.

27.9 Procedure Regarding ACC Approval. In order to obtain the approval of the ACC, each Owner shall observe the following provisions.

27.9.1 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.

27.9.2 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.

27.9.3 No later than forty-five (45) 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 such forty-five (45) day period, the plans and specifications shall be deemed disapproved by the ACC.

27.9.4 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 forty-five (45) 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 forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

27.9.5 Upon final disapproval, 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 disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or if appealed, the the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

27.10 Conflict with Village ACC. The ACC shall have the right to overrule any and all action taken by a Village ACC. 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.

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

27.12 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.

27.13 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. To the extent that an Owner fails to obtain all required permits and or consents from local and/or governmental authorities, any ACC or ACC approvals shall be deemed withdrawn.

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

27.14.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Verano shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Verano shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Verano and no construction materials shall be stored in Verano 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 Verano 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. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

27.14.2 There shall be provided to the ACC, if requested, 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 Verano 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.

27.14.3 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 Verano.

27.14.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Verano. 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 Verano and each Owner shall include the same therein.

27.15 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 Verano at any time within reasonable daytime hours, 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.

27.16 Violation. Without limiting any other provision herein, 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, pre-trial and at all levels of proceedings, 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.

27.17 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, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

27.18 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.

27.19 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer or a Builder, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, as applicable, 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. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 27.15 herein.

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

27.21 Exculpation. Developer, Builders, 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, Builders, 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 his/her heirs, devisees, successors and assigns, and legal and personal representatives by acquiring title to a Lot, that it shall not bring any action or suit against Developer, Builders, Association or their respective directors or officers, and the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Builders, Association, ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer, Builders, and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Builders, 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.

27.22 Government Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of Verano and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Home without the required governmental permits or approvals, such Owner shall be solely liable for all fines

and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Individual Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer, Builder and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Home caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

28. Additional Rights of Developer.

28.1 Sales Office and Administrative Offices. For so long as Developer and/or its assigns owns any property in Verano, is affected by this Declaration, or maintains a sales office or administrative office within Verano, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Verano and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Verano. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Verano, including Common Areas, 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 to show Homes. The sales office, models, 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.

28.2 Modification. The development and marketing of Verano will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Verano 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. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

28.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Verano and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Verano and Homes in advertisements and other media by making reference to Verano, including, but not limited to, pictures or drawings of Verano, Common Areas, and Homes constructed in Verano. All logos, trademarks, and designs used in connection with Verano are the property of Developer, and 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.

28.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder 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 Verano.

28.5 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.

28.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or Commercial Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

28.7 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, under, upon and across Verano so long as any such 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 an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of Verano so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Verano. 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.

28.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, 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.

28.9 Additional Development. If Developer withdraws portions of Verano 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 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.

28.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Verano including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Lots and buildings in all other proposed forms of ownership and/or other improvements on Verano or in Verano or adjacent to or near Verano, 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.

28.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, NEIGHBORHOOD DEVELOPER, VILLAGE ASSOCIATION(S), NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF VERANO 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:

28.11.1 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 VERANO HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF VERANO AND THE VALUE THEREOF; AND

28.11.2 DEVELOPER, AND/OR ASSOCIATION ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AGENCIES WHICH ENFORCE OR ENSURE THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ST. LUCIE COUNTY OR PREVENT TORTIOUS ACTIVITIES. NEITHER DEVELOPER, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE FOR THE UNLAWFUL OR UNDESIRABLE ACTIONS OR INACTIONS OF OWNERS OR THEIR RESPECTIVE FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN VERANO AND SHALL FURTHER HAVE NO OBLIGATION TO TAKE ANY AFFIRMATIVE ACTION NOT SPECIFICALLY SET FORTH IN THIS DECLARATION IN ORDER TO STOP, ENJOIN OR PREVENT ANY SUCH ACTIONS BY ANY OWNER OR THEIR FAMILIES, TENANTS, GUESTS, INVITEES OR ANY OTHER OCCUPANTS OF HOMES WITHIN VERANO; AND

28.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH 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 LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF VERANO (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 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).

28.12 Resolution of Disputes. TO THE MAXIMUM EXTENT PERMITTED BY FLORIDA LAW (AND FOR ALL OTHER CIRCUMSTANCES, IF ANY, THE ASSOCIATION AND PARTIES TO THIS DECLARATION HEREBY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY), ALL CLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION BETWEEN THE ASSOCIATION, ANY OWNER AND THE DEVELOPER AND/OR ANY BUILDER ARISING OUT OF OR RELATING TO THIS DECLARATION OR ANY ALLEGED BREACH OF ANY TERMS OR CONDITIONS HEREOF, THE TRANSITION OF ASSOCIATION CONTROL OR ANY ALLEGED FAILURES RELATING THERETO, OR ANY OTHER MATTER CONTEMPLATED UNDER THIS DECLARATION, SHALL BE DECIDED BY MANDATORY AND BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CURRENTLY IN EFFECT UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE. THE FOLLOWING PROCEDURES SHALL APPLY:

28.12.1 DEMAND FOR ARBITRATION SHALL BE FILED IN WRITING WITH THE OTHER PARTY OR PARTIES SUBJECT TO THE DECLARATION AND WITH THE AAA. A DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN. IN NO EVENT SHALL THE DEMAND FOR ARBITRATION BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS. "CONSTRUCTION RULES" WILL BE UTILIZED IN ANY ARBITRATION PROCEEDING UNDER THIS SECTION.

28.12.2 NO ARBITRATION ARISING OUT OF OR RELATING TO THIS DECLARATION SHALL INCLUDE, BY CONSOLIDATION, JOINDER OR ANY OTHER MANNER, AN ADDITIONAL PERSON OR ENTITY NOT A PARTY TO THIS DECLARATION, EXCEPT BY WRITTEN CONSENT CONTAINING A SPECIFIC REFERENCE TO THIS DECLARATION SIGNED BY THE PARTIES HERETO AND ANY OTHER PERSON OR ENTITY SOUGHT TO BE JOINED. CONSENT TO ARBITRATION INVOLVING AN ADDITIONAL PERSON OR ENTITY SHALL NOT CONSTITUTE CONSENT TO ARBITRATION OF ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION NOT DESCRIBED IN THE WRITTEN CONSENT OR WITH A PERSON OR ENTITY NOT NAMED OR DESCRIBED THEREIN. THE FOREGOING AGREEMENT TO ARBITRATE AND OTHER AGREEMENTS TO ARBITRATE WITH AN ADDITIONAL PERSON OR ENTITY DULY CONSENTED BY THE PARTIES TO THIS DECLARATION SHALL BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW AND ANY COURT HAVING JURISDICTION THEREOF.

28.12.3 THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF.

28.12.4 ALL FILING FEES AND AAA COSTS ASSOCIATED WITH THE ARBITRATION ITSELF SHALL BE PAID FOR BY THE PARTY WHO FILES THE NOTICE OF ARBITRATION; PROVIDED, HOWEVER, THAT ALL SUCH EXPENSES SHALL BE RECOVERED BY THE FILING PARTY IN THE EVENT SUCH PARTY PREVAILS. ANY ISSUES REGARDING WHO IS THE PREVAILING PARTY SHALL BE DETERMINED BY THE ARBITRATION PANEL. THE PREVAILING PARTY ALSO SHALL RECOVER FROM THE NON-PREVAILING PARTY ALL ATTORNEYS' FEES AND COSTS, INCLUDING FEES AND COSTS FOR LEGAL ASSISTANTS AND EXPERT WITNESSES, AND INCLUDING ALL FEES AND COSTS INCURRED RELATIVE TO ANY CHALLENGE OR APPEAL OF THE ARBITRATION AWARD, OR CONFIRMATION BY A COURT OF LAW.

28.12.5 IF AND ONLY TO THE EXTENT A MATTER ARISING UNDER THIS DECLARATION CANNOT BE RESOLVED BY ARBITRATION PURSUANT TO THIS SECTION, THE PREVAILING PARTY SHALL BE ENTITLED TO COLLECT FROM THE NON-PREVAILING PARTY REASONABLE ATTORNEYS' FEES AND COSTS AT THE TRIAL LEVEL AND AT ALL LEVELS OF APPEAL. IN SUCH EVENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DEVELOPER, ASSOCIATION, BUILDERS, AND OWNERS, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE PROVISIONS OF THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY DOCUMENT PERTAINING TO THIS DECLARATION. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES TAKING TITLE TO REAL PROPERTY SUBJECT TO THIS DECLARATION. THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF THE CIVIL COURTS OF THE STATE OF FLORIDA AND THE UNITED STATES DISTRICT COURTS LOCATED IN THE STATE OF FLORIDA IN RESPECT OF ANY SUIT OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH OR ARISING OUT OF THIS DECLARATION AND VENUE SHALL BE IN THE COUNTY.

28.12.6

28.13 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 ST. LUCIE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN ST. LUCIE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN ST. LUCIE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE

PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA.

28.14 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 VERANO 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.

28.15 Access Control System. The Developer may install Access Control System facilities at the entrance of Verano. Notwithstanding the foregoing, there is no guarantee as to the type of access control components or facilities to be installed, if any. To the extent legally permissible at any time, Association may contract for the installation of Access Control System facilities for Verano. Prior to the Community Completion Date, all contracts for Access Control Systems, if any, shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

28.16 Developer's Right to Control Access. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Developer shall have the unilateral right to control the operation of the community gates or other access facilities, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Developer.

29. Telecommunications Services.

29.1 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 portion of Verano. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Owners may enter into one or more contracts for the provision of one or more Telecommunication Services for his/her Home. 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 Verano as agreed, from time to time, between the Telecommunications Provider and Developer. It is anticipated that the Developer will not install alarms in Homes within Verano.

29.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of Verano pursuant to an agreement between Association or Owner and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Verano 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 Verano for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of Verano, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

29.3 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 complete such restoration within ten (10) days after receiving written notice from Association of such failure 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 ten (10) days of 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 Wachovia National Bank or its successor 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, or as may be provided in a contract between Association and a Telecommunications Provider.

29.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

30. 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.

31. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer 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 at Developer's option, recorded in the Public Records.

32. Notice of Lien or Suit.

32.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

32.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

32.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

33. General Provisions.

33.1 Master and Village Obligations and Liabilities. The obligations and liabilities of the Developer relating to Verano shall be limited to the Common Areas and installations, infrastructure and other construction or improvements located within such Common Areas. All obligations and liabilities relating in any way to a Village shall be the responsibility of the applicable Village Developer. By taking title to a Lot within Verano, each Owner and/or Builder acknowledge the foregoing and agree to indemnify the Developer for any claims made against the Developer which arise from or relate to a Village for which the Developer is not also the Village Developer or an affiliate of such Village Developer.

33.2 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.

33.3 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

33.4 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.

33.5 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or

address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

33.6 Execution of Documents. Developer's plan of development for Verano (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 such 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. Such 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 any other portion of Verano, 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 Verano or any portion(s) thereof.

33.7 Letter(s) of Credit. During the development of Verano, Developer may be required to obtain a letter of credit in connection with or as security for matters relating to Association including, without limitation, the Association's maintenance obligations. From and after the Turnover Date, Association agrees that it shall indemnify and be liable to Developer for any amounts drawn or due from any such letter(s) of credit which result from the Association's failure to act in accordance with the terms of this Declaration, any applicable law, ordinance or requirement of any governmental agency. In addition to the foregoing, Association agrees that immediately following the Turnover Date, the Association shall take all measures necessary to reimburse Developer for all amounts expended in connection with the letter of credit, remove Developer from the letter of credit, and add Association as the responsible party under the letter of credit.

33.8 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.

33.9 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.

33.10 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF VERANO ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO VERANO. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF VERANO, 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 VERANO 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 VERANO HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

33.11 Verano Club – For Disclosure Purposes Only. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THE RECORDED "VERANO CLUB, CLUB PLAN" IS A STANDALONE, INDEPENDENT AND DISTINCT COVENANT RUNNING WITH THE LAND ENCUMBERED THEREBY, WHICH FALLS OUTSIDE OF, BUT LOCATED ADJACENT TO VERANO, AND IS NOT A PART OF OR SUBJECT TO THE ASSOCIATION DOCUMENTS. THE CLUB, CLUB PROPERTY, AND CLUB FACILITIES (ALL AS DEFINED IN THE SIENA CLUB, CLUB PLAN) ARE SEPARATE AND DISTINCT COMMERCIAL PROPERTIES, NOT PART OF THE VERANO COMMUNITY, AND ARE NOT SUBJECT TO OR GOVERNED BY FLORIDA STATUTES, CHAPTER 720 OR CHAPTER 718, THE ASSOCIATION DOCUMENTS, OR ASSOCIATION OVERSIGHT OR CONTROL. THIS PROVISION IS FOR DISCLOSURE PURPOSES ONLY.

33.12 Title Documents. Each Owner by acceptance of a deed to a Lot or Home acknowledges that such Lot/Home, the Common Areas, and the Facilities are subject to certain land use and title documents and all amendments thereto, which include among many other items, those documents listed in the Owner's title

commitment and title insurance policy, as well as further title documents described in this Declaration (collectively, the **Title Documents**).

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Developer’s plan of development for Verano 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: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) 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.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 9th day of May, 2024.

WITNESSES:

Darren Weimer
Print Name: DARRIN WEIMER

Melanny Schwaben
Print Name: Melanny Schwaben

VERANO DEVELOPMENT LLC, a Delaware limited liability company

By: [Signature]
Name: Derek Fenech
Title: Authorized Signatory

{SEAL}

STATE OF FLORIDA)
COUNTY OF St. Lucie) SS.:



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of May, 2024 by Derek Fenech as Authorized signatory of VERANO DEVELOPMENT LLC, a Delaware limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires: 4/28/2028

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Sarah Chattman

JOINDER

VERANO PROPERTY OWNERS ASSOCIATION, INC.

VERANO PROPERTY OWNERS ASSOCIATION, INC. ("Association") does hereby join in the Amended and Restated Declaration for Verano ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9th day of May, 2024.

WITNESSES: VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Darren Weimer
Print Name: DARREN WEIMER
Melanny Echaverra
Print Name: Melanny Echaverra

By: [Signature]
Name: Josh Hoot
Title: President

{SEAL}



STATE OF FLORIDA)
COUNTY OF St. Lucie) SS.:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of May, 2024 by Josh Hoot, as President of VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

My commission expires: 4/28/2028

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Sarah Chattman

EXHIBIT 1
LEGAL DESCRIPTION

DESCRIPTION: (SOUTH OF CANAL)

BEING A PORTION OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 02/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FT. PIERCE CUT-OFF" TRACK AS SHOWN ON THE RIGHT-OF-WAY MAPS, PAGES V.3D/6 AND V.3D/7, DATED FEBRUARY 1, 1960 WITH "TRACK CORRECT" REVISION DATED 04/26/67; THENCE S. 43°08'38"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, A DISTANCE OF 9432.12 FEET; THENCE S.46°51'22"W., DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24, A DISTANCE OF 22.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 200.00 FEET AND A RADIAL BEARING OF S.46°51'23"W., AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 314.16 FEET TO A POINT OF TANGENCY; THENCE S.46°51'23"W., A DISTANCE OF 1036.74 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 849.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°41'15", A DISTANCE OF 143.55 FEET TO A POINT OF TANGENCY; THENCE S.56°32'39"W., A DISTANCE OF 180.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1151.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°31'43", A DISTANCE OF 171.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1349.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°15'26", A DISTANCE OF 76.69 FEET TO A POINT OF TANGENCY; THENCE S.51°16'22"W., A DISTANCE OF 1160.41 FEET; THENCE N.38°43'51"W., A DISTANCE OF 50.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2499.98 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'54", A DISTANCE OF 495.89 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3867.83 FEET AND A RADIAL BEARING OF S.41°56'01"W., AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°10'30", A DISTANCE OF 484.36 FEET TO A NON-TANGENT INTERSECTION; THENCE S.46°49'46"W., A DISTANCE OF 87.89 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2450.00 FEET AND A RADIAL BEARING OF S.28°15'38"W., AT SAID INTERSECTION; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF $08^{\circ}45'48''$, A DISTANCE OF 374.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $88^{\circ}30'19''$, A DISTANCE OF 38.62 FEET TO A NON-TANGENT INTERSECTION; THENCE $N.71^{\circ}01'21''W.$, A DISTANCE OF 300.04 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.00 FEET AND A RADIAL BEARING OF $N.71^{\circ}59'51''W.$, AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}48'23''$, A DISTANCE OF 39.62 FEET TO A POINT OF TANGENCY; THENCE $N.71^{\circ}11'28''W.$, A DISTANCE OF 0.09 FEET; THENCE CONTINUE $N.71^{\circ}11'28''W.$, A DISTANCE OF 539.85 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 3054.65 FEET AND A RADIAL BEARING OF $S.18^{\circ}15'39''W.$, AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}38'21''$, A DISTANCE OF 1100.35 FEET TO A NON-TANGENT INTERSECTION; THENCE $N.84^{\circ}07'03''W.$, A DISTANCE OF 144.05 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 342.74 FEET AND A RADIAL BEARING OF $S.87^{\circ}43'58''W.$, AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}41'56''$, A DISTANCE OF 123.82 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 290.66 FEET AND A RADIAL BEARING OF $N.49^{\circ}58'24''W.$, AT SAID INTERSECTION; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $53^{\circ}10'31''$, A DISTANCE OF 269.76 FEET TO A POINT OF TANGENCY; THENCE $N.13^{\circ}08'55''W.$, A DISTANCE OF 233.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 927.20 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $55^{\circ}49'03''$, A DISTANCE OF 903.28 FEET TO A NON-TANGENT INTERSECTION; THENCE $N.03^{\circ}36'07''W.$, A DISTANCE OF 837.27 FEET; THENCE $N.84^{\circ}25'35''W.$, A DISTANCE OF 446.22 FEET; THENCE $N.46^{\circ}45'48''W.$, A DISTANCE OF 1035.02 FEET; THENCE $N.40^{\circ}22'55''W.$, A DISTANCE OF 2499.07 FEET; THENCE $N.44^{\circ}46'01''E.$, A DISTANCE OF 3776.98 FEET TO THE POINT OF BEGINNING.

CONTAINING: 782.030 ACRES, MORE OR LESS.

LESS AND EXCEPT:

TRACT "REC-1", VERANO SOUTH P.U.D. 1 - POD A - PLAT NO. 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 23 THROUGH 26, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

CONTAINING: 5.456 ACRES, MORE OR LESS.

TOTAL CONTAINING (SOUTH OF CANAL): 776.574 ACRES, MORE OR LESS.

DESCRIPTION: VERANO HOMEOWNER ASSOCIATION PROPERTY

PARCEL 4: (NORTH OF CANAL)

A PARCEL OF LAND BEING A PORTION OF SECTION 28, 29, 33 AND 34, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-24; THENCE NORTH 44°45'38" EAST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,221.80 FEET TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SABAL CREEK, PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 1, 1A, 1B AND 1C, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 43°34'29" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, ALONG THE SAID SOUTHERLY PROLONGATION AND THE SOUTH LINE OF THE AFOREMENTIONED PLAT AND THE SOUTHERLY LINE OF SABAL CREEK, PHASE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 17 AND 17A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 5,340.48 FEET; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SABAL CREEK, PHASE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 17 AND 17A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SOUTH 43°09'01" EAST, A DISTANCE OF 1,026.26 FEET TO THE SOUTHEAST CORNER OF SABAL CREEK, PHASE IV, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGES 17 AND 17A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 45°11'03" EAST, ALONG THE EAST LINE OF SAID PLAT, A DISTANCE OF 0.99 FEET; THENCE SOUTH 43°08'40" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 52.97 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 331.07 FEET; THENCE SOUTH 43°08'32" EAST, A DISTANCE OF 3671.33 FEET; THENCE SOUTH 72°42'41" EAST, A DISTANCE OF 217.77 FEET TO THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 1577, PAGE 1222, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 61°51'31" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 188.61 FEET TO THE NORTHERLY CORNER OF SAID CERTAIN PARCEL OF LAND; THENCE SOUTH 43°08'30" EAST, ALONG THE NORTHEASTERLY LINE AND EASTERLY PROLONGATION OF SAID CERTAIN PARCEL OF LAND, A DISTANCE OF 2361.96 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1547, PAGE 490, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID POINT BEING PARALLEL WITH AND 1024.10 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 89°52'17" EAST, ALONG SAID NORTH LINE AND PARALLEL LINE, A DISTANCE OF 1211.13 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2060.00 FEET, THE

RADIUS POINT OF WHICH BEARS NORTH 50°24'45" WEST; THENCE SOUTHWESTERLY, DEPARTING SAID NORTH LINE AND PARALLEL LINE, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'41", A DISTANCE OF 108.27 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 42°35'56" WEST, A DISTANCE OF 556.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 776.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°36'31", A DISTANCE OF 103.05 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1639.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°59'18", A DISTANCE OF 571.96 FEET; THENCE SOUTH 89°56'01" WEST, A DISTANCE OF 1531.40 FEET TO SAID NORTHEASTERLY RIGHT- OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-24; THENCE NORTH 43°08'36" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 12,679.36 FEET TO THE POINT OF BEGINNING.

CONTAINING: 413.272 ACRES, MORE OR LESS.

LESS AND EXCEPT:

TRACT "B", VERANO, P.U.D. NO. 1, PLAT NO. 11 – REPLAT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 73, PAGES 1 AND 2, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 8.112 ACRES, MORE OR LESS.

LESS AND EXCEPT:

LOT 188, VERANO, P.U.D. NO. 1, PLAT NO. 11, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 8 THROUGH 11, INCLUSIVE, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 0.178 ACRES, MORE OR LESS.

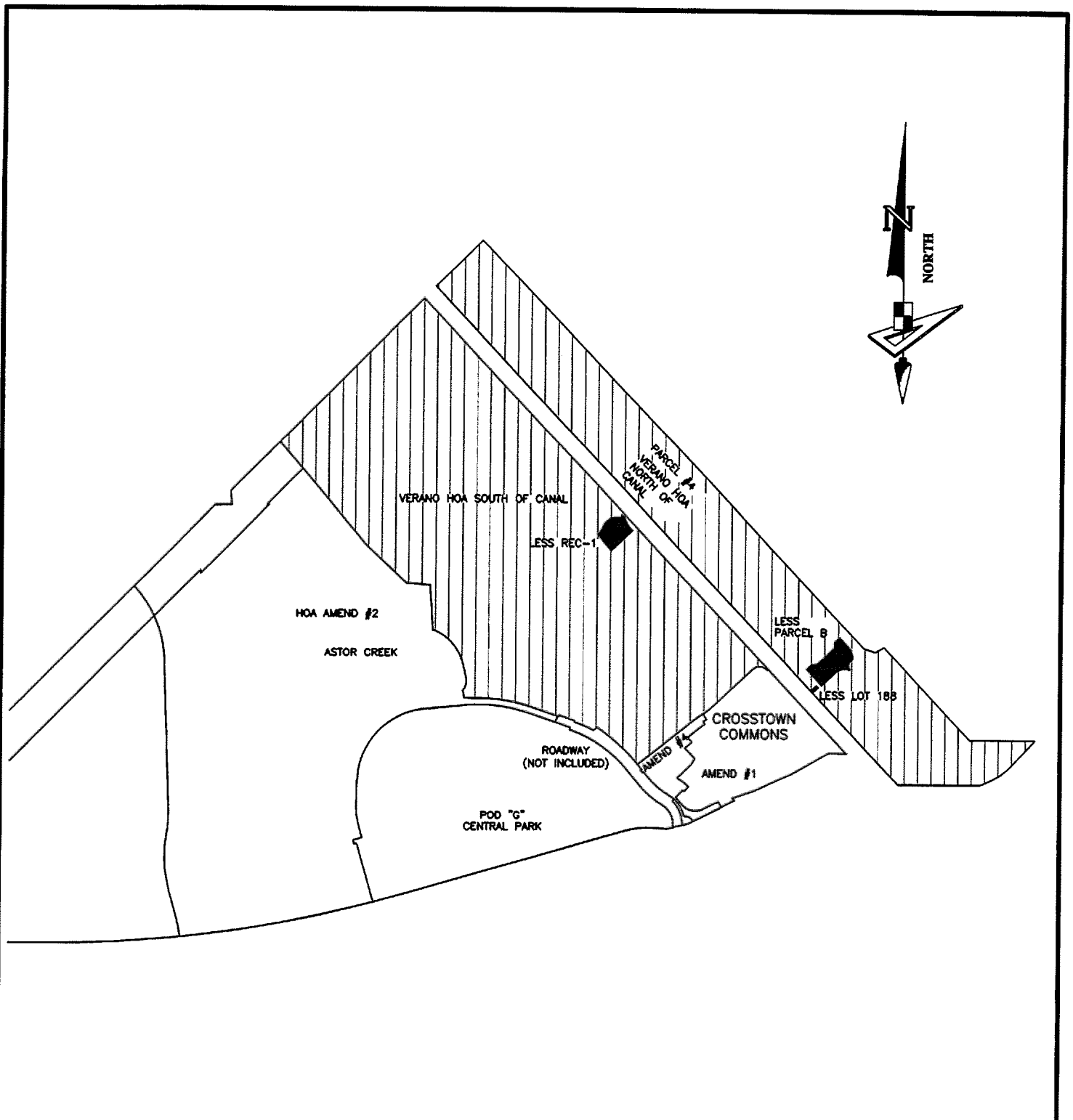
TOTAL CONTAINING (NORTH OF CANAL): 404.982 ACRES, MORE OR LESS.

TOTAL AREA (NORTH AND SOUTH OF CANAL): 1,181.556.

THIS CERTIFIES THAT THIS DESCRIPTION AND THE FOLLOWING SKETCH OF THE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY A. RAGER, PSM _____

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828



VERANO PROPERTY OWNERS ASSOCIATION, INC. OWNERSHIP EXHIBIT

(Not A Survey)

East Florida
4152 West Blue Heron Boulevard
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business No.: LB 7768


GeoPoint
Surveying, Inc.

FILE PATH: W:\VERANO\SURVEY\ASTOR CREEK\OWNER-TRANSFER\HOA-NOV-2023\VERANO PROP OWNCLUB EXHIBIT.DWG LAST SAVED BY: SERGIOM 01 of 01

EXHIBIT 2

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify from the records of this office that VERANO PROPERTY OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 28, 2006.

The document number of this corporation is N06000003438.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 706A00021274-032906-N06000003438-1/1, noted below.

Authentication Code: 706A00021274-032906-N06000003438-1/1

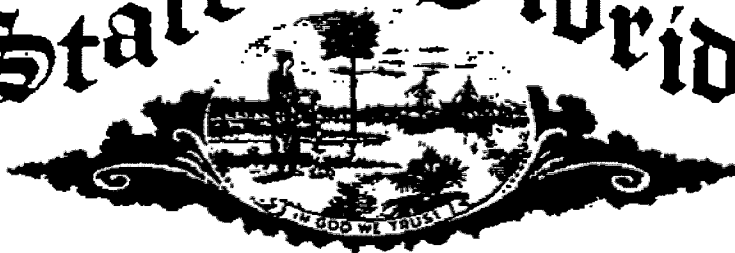


Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of March, 2006

Sue M. Cobb

Sue M. Cobb
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on March 28, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000082521. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000003438.

Authentication Code: 706A00021274-032906-N06000003438-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of March, 2006



Sue M. Cobb

Sue M. Cobb
Secretary of State

**ARTICLES OF INCORPORATION
OF
VERANO PROPERTY OWNERS ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

DM2W28937.6

(((H06000082521 3)))

Verano
Articles

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ARTICLES OF INCORPORATION
OF
VERANO PROPERTY OWNERS 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 VERANO PROPERTY OWNERS ASSOCIATION, INC. ("Association").
2. Principal Office. The principal office of Association is 9700 Reserve Blvd., Port St. Lucie, FL 34986.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 200 South Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of Association is:

PATRICIA KIMBALL FLETCHER, P.A.

4. Definitions. A declaration entitled Declaration for Verano (the "Declaration") will be recorded in the Public Records of St. Lucie County, Florida, and shall govern all of the operations of a community to be known as Verano. 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; (d) promote the health 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.
7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, 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 and By-Laws, as herein provided.
 - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Verano.
 - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and 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 property of Association.
 - 7.5. 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 the Common Areas) in connection with the functions of Association except as limited by the Declaration.
 - 7.6. 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.
 - 7.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Verano 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.
 - 7.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
 - 7.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Verano, the Common Areas, Lots, Parcels, Commercial Units and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized.
 - 7.10. 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.
 - 7.11. To employ personnel and retain independent contractors to contract for management of Association, Verano, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

Verano Property Owners Association, Inc.
Articles

DM2428937.6

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

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

7.14. The obligation to operate and maintain the Surface Water Management System within Verano (including, without limitation, all retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable South Florida Water Management District ("SFWMD") Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System.

7.15. To contract with the Verano Center Community Development District, Verano #1 Community Development District, Verano #2 Community Development District, Verano #3 Community Development District, Verano #4 Community Development District, Verano #5 Community Development District, their successors and/or assigns for any legal purpose.

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

9. Board of Directors. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. 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
Roy Davidson	9700 Reserve Blvd. Port St. Lucie, FL 34986
George Fingulin	2160 Reserve Park Trace Port St. Lucie, FL 34986
Kevin Voller	1601 Forum Place, Suite 805 West Palm Beach, FL 33401

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. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

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 and/or Club Owner unless such amendment receives the prior written consent of Developer, as applicable, 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 Articles, 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. Notwithstanding the foregoing, no amendment to these Articles shall adversely affect the rights of Developer or Club Owner.

12.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover 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 and including the Turnover 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 Turnover 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 Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy), represented by the Delegates (as defined in the By-Laws), at a duly called meeting of the Members in which there is a quorum.

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 and/or Club Owner.

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, Esq.
Patricia Kimball Fletcher, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131

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:

<u>President</u>	Roy Davidson 9700 Reserve Blvd. Port St. Lucie, FL 34986
<u>Vice President</u>	George Fingulin 2160 Reserve Park Trace Port St. Lucie, FL 34986
<u>Secretary</u>	Larry Ieropoli 9700 Reserve Blvd. Port St. Lucie, FL 34986
<u>Treasurer</u>	Kevin Voller 1601 Forum Place, Suite 805 West Palm Beach, FL 33401

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.

[ADDITIONAL TEXT AND SIGNATURE APPEAR ON FOLLOWING PAGE]

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 28 day of March, 2006.

WITNESSES:

E. J. P. D.
Print name: E. J. P. D.

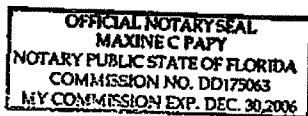
Jaqueline L. Johnson
Print name: Jaqueline L. Johnson

Patricia K. Fletcher
Patricia Kimball Fletcher, Esq., as President of
PATRICIA KIMBALL FLETCHER, P.A.

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of March 2006 by Patricia Kimball Fletcher as President of PATRICIA KIMBALL FLETCHER, P.A. who is personally known to me.

My commission expires:



Maxine C. Papy
NOTARY PUBLIC, State of Florida
at Large
Print name: MAXINE C. PAPPY

ACCEPTANCE BY REGISTERED AGENT

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

Dated this 28 day of March, 2006.

PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K Fletcher
PATRICIA KIMBALL FLETCHER, ESQ.
as President

EXHIBIT 3

BY-LAWS

**BY-LAWS
OF
VERANO PROPERTY OWNERS ASSOCIATION, INC.**

Verano
By-Laws

DM2428918.6

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BY-LAWS
OF
VERANO PROPERTY OWNERS
ASSOCIATION, INC.

1. **Name and Location.** The name of the corporation is Verano Property Owners Association, Inc. ("**Association**"). The principal office of the corporation shall be located at 9700 Reserve Blvd., Port St. Lucie, FL 34986, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. **Definitions.** The definitions contained in the Declaration for Verano (the "**Declaration**") relating to the residential community known as Verano, recorded, or to be recorded, in the Public Records of St. Lucie 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.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.

"Declaration" shall mean the Declaration as modified from time to time.

"Delegate" shall have the meaning set forth in Section 4.6.2.1 hereof. Delegates shall be the only Members entitled to vote the Voting Interests.

"Developer" shall mean Verano Development LLC., a Delaware limited liability company, 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.

"Member" shall mean a member of Association.

"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 720.303(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.

"Turnover Date" shall have the meaning set forth in the Declaration.

Verano
By-Laws

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

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 or Commercial Unit 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 or Commercial Unit. Votes by Members shall be exercised as follows:

3.1.1 **Home.** There shall be one (1) vote for each Home.

3.1.2 **Granny Flat.** There shall be one-half (1/2) vote for each Granny Flat.

3.1.3 **Apartment Unit.** There shall be one-quarter (1/4) vote for each Apartment Unit. Immediately after an Apartment Building is converted to condominium form of ownership, each Apartment Unit shall have one (1) vote.

3.1.4 **Commercial Unit.** Each Commercial Unit other than Institutional Units shall have one (1) vote per Land Point.

3.1.5 **Institutional Unit.** Institutional Units shall have no votes but shall have all other privileges of Members.

3.1.6 **Club Owner.** The Club Owner shall have one (1) vote.

3.2 **Annual Meetings.** The annual meeting of the Delegates (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 Delegates (a **"Special Members Meeting"**) may be called by the President, a majority of the Board, or upon written request of Delegates entitled to cast ten percent (10%) 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 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 mailed to each Delegate entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Delegate's address last appearing on the books of Association. 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. Delegates shall be responsible for notifying Members of their respective Village of any Members 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 Delegates 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 of the Delegates by Association or via an intranet website for Verano.

3.5 Quorum of Delegates. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Delegates entitled to cast twenty percent (20%) of the Voting Interests of Members, 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 Delegates 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 Delegates present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Delegates. Decisions that require a vote of the Delegates 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 meetings, Delegates may vote the Voting Interests of their respective Village in person or by proxy. All proxies shall comply with the provisions of Section 720.306(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 Delegates 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 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 the 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 Delegates, the remaining Directors may fill such vacancy. Directors elected by Delegates may be removed with or without cause by the vote or agreement in writing of Delegates 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.

4.6.1 Prior to the Turnover Date. Prior to the Turnover Date, the Board shall consist of three (3) members. Developer shall have the unrestricted power to appoint all Directors of Association.

4.6.2 After the Turnover Date. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the number of Directors will be determined by the Board.

4.6.2.1 Each Village and Commercial Unit shall be represented by an individual (the "Delegate"). The president of each Village Association shall serve as that Village's Delegate. If a Commercial Unit is converted to condominium form of ownership, then the president of such commercial condominium association shall be the Delegate.

4.6.2.2 Each Village Delegate shall have one (1) vote for each Home located within such Delegate's Village. Each Commercial Unit Delegate shall have one (1) vote for each Land Point. The Delegates shall appoint and/or elect from amongst themselves the Directors of Association on the Turnover Date and thereafter such appointment and/or election shall occur at or in conjunction with the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Delegates present. The Delegates receiving the largest numbers of votes shall be elected. Cumulative voting of the Voting Interests held by Delegates for purposes of electing Directors is 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 reasonably be 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 through their respective Delegate only, and shall be permitted with Board acknowledgement 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 Delegates 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 Delegates and/or 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 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration and the Club Plan, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services, and, by a majority vote of the Board, without the consent of any Owner or any other party, exercise the Association's option to acquire the Club.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Verano by the Members, tenants and their guests and invitees, 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 Delegate 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 as 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.

6.1.9 District. To contract with the Verano Center Community Development District, Verano #1 Community Development District, Verano #2 Community Development District, Verano #3 Community Development District, Verano #4 Community Development District, Verano #5 Community Development District, their successors and/or assigns for any legal purpose.

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 may be necessary in order 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 be 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 720.303 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 it deems 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 in courts of competent jurisdiction, enforcement of 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 or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner which may be withheld for any reason whatsoever.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover 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 and including the Turnover 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 after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected.

12.3 Amendments After the Turnover Date. After the Turnover 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 the votes as calculated by Voting Interests held by Delegates present, in person or by proxy, at a duly noticed meeting of the Members at which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Delegates. 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 June 30th of that year. Thereafter, the fiscal year of Association shall begin on the first day of July and end on the 30th day of June of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, they 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

PERMIT



WATER USE INDIVIDUAL PERMIT

APPLICATION NO: 160906-2

PERMIT NUMBER: 56-02267-W

DATE ISSUED: January 6, 2017

EXPIRATION DATE: January 6, 2037

PERMITTEE: VERANO DEVELOPMENT, LLC
701 SOUTH OLIVE AVENUE SUITE 104
WEST PALM BEACH, FL 33401

PROJECT NAME: VERANO

PROJECT LOCATION: St Lucie County, S28,29,33,34/T36S/R39E

PROJECT DESCRIPTION/AUTHORIZING:

The use of surface water from the on-site lakes with surface water recharge from the C-24 Canal ; groundwater recharge from the Surficial Aquifer system for landscape irrigation of 124.9 acres using sprinkler irrigation system with an annual allocation of 154.73 million gallons.

This is to notify you of South Florida Water Management District's (District) agency action concerning Application Number 160906-2, received September 6, 2016. This action is taken pursuant to Chapter 373, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based information provided, District rules have been adhered to and a Water Use Individual Permit is in effect project subject to:

1. Not receiving a filed request for an administrative hearing pursuant to Section 120.57 and Section 120.58 (F.S.), or request a judicial review pursuant Section 120.68, F.S.; and
2. The attached 32 permit conditions.
3. The attached 8 exhibits.

By acceptance and utilization of the water authorized under this permit, the Permittee agrees to hold and defend the District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of construction, maintenance or use of activities authorized by this permit. Should you object to the permit, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition for review, please provide written objections, petitions, requests and/or waivers: Office of the District Clerk, South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, FL 33406, or by email at clerk@sfwmd.gov.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY THAT this written notice has been mailed or electronically transmitted to the Permittee (persons listed in the attached distribution list) this 9th day of January, in accordance with Section 120.60(3), Florida Statutes. Notice was also electronically posted on this date through a link on the home page of the District's website (my.sfwmd.gov/ePermitting).

BY: 
LISANDRA JONES

DEPUTY CLERK, SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:
Verano Development, LLC
701 South Olive Avenue, Suite 104
West Palm Beach, FL 33401

2. This permit shall expire January 6, 2037.

3. Use classification is:

Landscape Irrigation

4. Source classification is:

Groundwater from:
Surficial Aquifer System

Surface Water from:
On-site Lake(s)
SFWMD Canal (C-24)

5. Allocation:

Total annual allocation is 154.73 million gallons (MG). (423,918 GPD)

Total maximum monthly allocation is 22.35 million gallons (MG).

Allocation from a specific source (aquifer, waterbody, facility, or facility group):

Maximum monthly allocation from SFWMD Canal (C-24) shall not exceed 15.07 million gallons (MG).

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

1. All other conditions of the permit are met; and

2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Proposed:

- 1 - 4" X 80' X 100 GPM Well Cased To 40 Feet
- 3 - 4" X 80' X 40 GPM Wells Cased To 40 Feet
- 1 - 4" X 80' X 80 GPM Well Cased To 40 Feet

Surface Water - Existing:

- 5 - 2" x 10 HP X 350 GPM Centrifugal Pumps

Surface Water - Proposed:

- 2 - 2" x 10 HP X 350 GPM Centrifugal Pumps
- 1 - 6" x 15 HP X 350 GPM Centrifugal Pump

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.
10. Permittee must comply with the water conservation plan submitted pursuant to Subsection 2.3.2.E.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and described in the Staff Report.
11. Landscape irrigation shall be restricted to the hours and days described in Rule 40E-24.201, F.A.C., or alternative landscape irrigation conservation measures adopted by local government ordinance in accordance with Rule 40E-24.301, F.A.C.
12. Prior to any withdrawals at the project, the Permittee shall provide the results of the calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water

Management District.

13. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.
14. Monthly withdrawals for each withdrawal facility shall be reported to the District semi-annually. The water accounting method and means of calibration shall be stated on each report.
15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.
16. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
17. The Permittee shall submit to the District an updated "Summary of Surface Water (Pump) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of installation of the proposed pumps identifying the surface water source, local drainage district (if applicable), pump type, diameter, capacity and horsepower, intake elevation (feet, NGVD), and water use accounting method.
18. Withdrawal from the surface water source(s) for irrigation shall be equal to the amount of water used for replacement/recharge on a monthly basis (for example, the volume of water withdrawn from the lake must be the same volume of water put into the lake), except when the surface water drainage system is discharging. The replacement/recharge of groundwater and surface water from the C-24 Canal into on-site lake surface water is for water quality treatment or supplementation and not the artificial maintenance of lake levels.
19. Upon notification from the District of the availability of reclaimed water pursuant to Section 373.250, F.S., the Permittee shall investigate the feasibility of obtaining reclaimed water and actively participate in discussions and negotiations with potential suppliers of reclaimed water when the supplies become available.
20. If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water. The permittee is required to request a permit modification when an agreement has been executed between both parties, the transmission lines are constructed to the project site, and the necessary on-site modifications and authorizations are obtained.

21. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised the proposed well locations and resulting impacts must be in compliance with all permitting criteria and performance standards in effect at that time.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that

could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

NOTICE OF RIGHTS

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

RIGHT TO REQUEST ADMINISTRATIVE HEARING

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

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

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

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

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

MEDIATION

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

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

**FINAL APPROVED BY
EXECUTIVE DIRECTOR
JANUARY 6, 2017**

Last Date for Agency Action:
March 9, 2017

WATER USE STAFF REPORT

Application Number: 160906-2
Permit Number: 56-02267-W
Project Name: VERANO
Water Use Permit Status: MODIFICATION/RENEWAL
Location: ST LUCIE COUNTY, S28,29,33,34/T36S/R39E
Applicant's Name and Address: VERANO DEVELOPMENT, LLC
701 S OLIVE AVENUE SUITE 104
WEST PALM BEACH, FL 33401

Water Use Classification: Landscape
Total Serviced Acreage: 124.9 (124.9 acres of turf)

Sources:
Groundwater from: Surficial Aquifer System
Surface Water from: On-site Lake(s)
SFWMD Canal (C-24)

Authorized Allocation:
Annual Allocation: 154.73 Million Gallons (MG)
Maximum Monthly Allocation: 22.35 Million Gallons (MG)

Specific Source Limitations:	Monthly(MG)
SFWMD Canal (C-24)	15.07

Existing Withdrawal Facilities - Surface Water
Source: On-site Lake(s)
5 - 2" X 10 HP X 350 GPM Centrifugal Pumps

Proposed Withdrawal Facilities - Groundwater
Source: Surficial Aquifer System
3 - 4" X 80' X 40 GPM Wells Cased to 40 Feet
1 - 4" X 80' X 80 GPM Well Cased to 40 Feet
1 - 4" X 80' X 100 GPM Well Cased to 40 Feet

Proposed Withdrawal Facilities - Surface Water
Source: On-site Lake(s)

Proposed Withdrawal Facilities - Surface Water

Source: On-site Lake(s)
2 - 2" X 10 HP X 350 GPM Centrifugal Pumps
Source: SFWMD Canal (C-24)
1 - 6" X 15 HP X 350 GPM Centrifugal Pump

<u>Rated Capacity Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
On-site Lake(s)	E	1,750	76.6	920
On-site Lake(s)	P	700	30.6	368
SFWMD Canal (C-24)	P	350	15.3	184
Surficial Aquifer System	P	300	13.1	158
Totals:		3,100	135.6	1,630

PURPOSE

The purpose of this application is to renew and modify Water Use Permit 56-02267-W for landscape irrigation of 124.9 acres of residential and common area landscaping using a sprinkler irrigation system. Withdrawals are from the on-site lake system surface water with recharge from the the South Florida Water Management District (District) C-24 Canal (C-24 Canal) and groundwater recharge from the surficial aquifer system (SAS).

PROJECT DESCRIPTION

Verano (Project) is a previously permitted residential development located in south-central St. Lucie County, northwest of Crosstown Parkway, west of Interstate I-95, and northeast of the C-24 Canal (Exhibits 1 through 3A and 3B). Primary withdrawals for landscape irrigation of 124.9 acres are from the on-site lake system via five existing and two proposed withdrawal facilities (SW-5 and SW-7) and replacement surface water from the C-24 Canal via one proposed pump station (four proposed pumps which will be manifolded into the one pump station). The number of gallons withdrawn from the on-site lakes for irrigation shall be replaced with surface water from the C-24 Canal on a monthly basis at a ratio that shall be equal to 1:1. When the water level in the C-24 Canal falls below 14 feet National Geodetic Vertical Datum (NGVD), recharge will be from the SAS via five proposed withdrawal facilities (wells). Withdrawal facility locations are shown on Exhibits 3A and 3B and facility specifications are detailed in Exhibits 4 and 5.

Permit History:
The Project was originally permitted on January 11, 2006 for irrigation of 87.8 acres of landscape and modified on May 10, 2006 to increase the irrigated acreage from 87.8 to 138.71 acres. Transfer of ownership occurred on March 18, 2011 and the Permit expired on May 10, 2011. Subsequently, a new permit was issued on September 6, 2011 for irrigation of 138.71 acres of landscape. The historical allocation for surface water withdrawals from the C-24 Canal is 15.07 million gallons maximum per month (MGM). This application for modification to reduce the irrigated acreage from 138.71 to 124.9 acres of landscape was timely received.

PROJECTED WATER USE DEMANDS

The annual and maximum month allocations for 124.9 acres of landscape irrigation are calculated using the Modified Blaney-Criddle method as described in Subsection 2.3.2 of the Applicant's Handbook (AH) for Water Use Permit Applications within the District. Using this method, the Project demands were calculated to be 22.35 million gallons (MG) maximum month and 154.73 MG total annually. Calculations of the supplemental irrigation requirement are detailed in Exhibit 6. Since the C-24 Canal is restricted due to concerns regarding water availability, pursuant to Subsection 3.2.1.B of the AH, historical usage limits the maximum monthly withdrawal from the C-24 Canal to 15.07 MG. This application is for a reduction in acreage and allocation, there are no restrictions for the annual allocations from the C-24 Canal.

WATER RESOURCE IMPACT EVALUATION

Water Resource Availability

On-site Lake(s)

Land surface elevation on-site is approximately 25 feet NGVD. The primary source of irrigation is the on-site lake system. The water being withdrawn from the on-site lake system shall be replaced at a 1:1 ratio with either surface water from the C-24 Canal or groundwater from the SAS. This application is for the continuation of an existing, permitted use of water with no changes in source, withdrawal operations, and no reported harm. Since this is a decrease to historically permitted amounts, the potential for harm to occur to the water resource availability of the on-site lake system as a result of the withdrawal of the recommended allocation is considered minimal.

SFWMD Canal (C-24)

The primary source of irrigation water recharge is from the C-24 Canal. This application is for the continuation of an existing, historical, permitted use of water with no changes in source, withdrawal operations, and no reported harm to the source of the Project's historical withdrawals from the C-24 Canal. The water level elevation of the C-24 Canal is controlled by the G-79 and S-49 structures. These control structures are operated by a seasonal schedule with elevations being controlled between 19 to 23 feet NGVD. Since there is a decrease to historically permitted amounts, the potential for harm to occur to the water resource availability of the C-24 Canal as a result of the withdrawal of the recommended allocation is considered minimal.

Surficial Aquifer System

The SAS wells may be necessary to meet the estimated supplemental irrigation requirements when the water level of the C-24 Canal falls below 14 feet NGVD. Land surface elevation at the Project is estimated to be 25 feet NGVD. The bottom of the SAS is approximately -120 feet NGVD (District Technical Publication No. 96-02, entitled "Hydrogeologic Data and Information Collected from the Surficial and Floridan Aquifer Systems, Upper East Coast Planning Area"). In order to estimate the dry season SAS water levels, water level data was obtained from United States Geological Survey (USGS) Well No. STL-214, located approximately 1.7 miles southeast of the Project. Based on information obtained from this monitor well, the lowest dry season water level is approximately 17.5 feet NGVD. Based on this

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

information, the saturated thickness of the SAS will be approximately 137.5 feet. Since this is a decrease in allocation and the fact that the SAS wells are only being used to provide supplemental recharge water, the potential for harm to occur to the water resource availability of the SAS as a result of the withdrawal of the recommended allocation is considered to be minimal.

Existing Legal Users**On-site Lake(s)**

The nearest existing legal user of surface water is Lakes at PGA Village Parcel 34 (Water Use Permit 56-01686-W) located adjacent to the north of the Project. This is a historical use with no changes in source, withdrawal operations, and no reported problems or harm to existing legal users. Therefore, the potential for harm to occur to existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

SFWMD Canal (C-24)

The nearest existing legal user of the C-24 Canal is PGA Village South (Water Use Permit 56-00428-W) located adjacent to the northeast of the Project. The canals in this area are controlled at optimum levels throughout the year by the District and this is a historical use with no changes in source, withdrawal operations, and no reported problems or harm to existing legal users. Therefore, the potential for harm to occur to existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

Surficial Aquifer System

The nearest existing legal user of the SAS is The Reserve-PGA Golf Course (Water Use Permit 56-01195-W) located adjacent to the north of the Project. Since the SAS wells are only being used to provide supplemental recharge water, the potential for harm to occur to nearest existing legal user as a result of the withdrawal of the recommended allocation is considered minimal.

Existing Off Site Land Uses**On-site Lake(s)**

The Project is bordered by mixed use, residential properties, and agricultural operations. The Project and use are existing and there have been no historic reports of adverse impacts to adjacent properties. The use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values), damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use (Subsection 3.6 of the AH).

SFWMD Canal (C-24)

The Project is bordered by mixed use, residential properties, and agricultural

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

operations. The Project and use are existing and there have been no historic reports of adverse impacts to adjacent properties. The use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values), damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use (Subsection 3.6 of the AH).

Surficial Aquifer System

As mentioned above the Project and use are existing and there have been no historic reports of adverse impacts to adjacent properties. The use is not expected to result in significant reduction in water levels on the property of an existing offsite land use to the extent that the designed function of a water body and related surface water management improvements are damaged (not including aesthetic values), damage to agriculture, including damage resulting from reduction in soil moisture resulting from water use, or land collapse or subsidence caused by reduction in water levels associated with water use (Subsection 3.6 of the AH).

Migration of Saline Water**On-site Lake(s)**

The nearest source of saline surface water is the North Fork of the St. Lucie River located approximately five miles east of the Project. The water level elevation of the C-24 Canal is controlled by G-79 and S-49 structures. The Project is located approximately five miles upstream of the S-49 salinity control structure. The control structures are operated by a seasonal schedule with elevations being controlled between 19 to 23 feet NGVD. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation from the on-site lakes is considered to be minimal.

SFWMD Canal (C-24)

The nearest source of saline surface water is the North Fork of the St. Lucie River located approximately five miles east of the Project. The water level elevation of the C-24 Canal is controlled by G-79 and S-49 structures. The Project is located approximately five miles upstream of the S-49 salinity control structure. The control structures are operated by a seasonal schedule with elevations being controlled between 19 to 23 feet NGVD. Therefore, the potential for saline water intrusion or upconing to occur as a result of the withdrawal of the recommended allocation from the C-24 Canal is considered to be minimal.

Surficial Aquifer System

As previously discussed, the nearest source of saline surface water is the North Fork of the St. Lucie River located approximately five miles east of the Project. Connate saline water is not known to exist in the SAS in the vicinity of the Project. Due to the distance to the nearest source of saline water and the lack of connate water in the aquifer, the potential for saline water intrusion or upconing to occur as a result of the

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

withdrawal of the recommended allocation is considered minimal.

Wetland Environments**On-site Lake(s)**

There are four wetlands within the vicinity of the Project. Three of these wetlands are marshes and mitigation areas located within PGA Village, located to the north, and include both category 2 and category 3 wetlands, with hydroperiods of approximately 6 months in a normal year. The fourth wetland is located contiguous to the southeast of the Project and is also a category 2 wetland with similar hydroperiod. District staff recently visited the aforementioned wetlands and all appear in good hydrologic condition. This application is for a decrease in irrigated acreage and allocation from the on-site lake system, therefore potential for harm to wetlands and other surface waters as a result of the withdrawal of the recommended allocation is considered minimal.

SFWMD Canal (C-24)

The Project is surrounded by mixed use, residential properties, and agricultural operations. Water levels are controlled in the District canals throughout the year which should minimize any drawdown impacts. No increase in allocation from the C-24 Canal is being recommended above the historic permitted supplemental water requirements needed for the previously permitted residential irrigation use. The potential for harm to wetlands and other surface waters as a result of the withdrawal of the recommended allocation is considered minimal.

Surficial Aquifer System

As mentioned above, District staff recently visited the aforementioned wetlands and all appear in good hydrologic condition. Since this is a decrease in allocation and the SAS wells are primarily for recharge, the potential for harm to wetlands and other surface waters as a result of the withdrawal of the recommended allocation is considered minimal.

Sources of Pollution**On-site Lake(s)**

There are no known sources of pollution within a mile of the Project. This application is for the continuation of an existing, historical, permitted use of water with no changes in source, withdrawal operations, and no reported problems involving induced movement of pollutants. Therefore, the potential for induced movement of pollutants to occur as a result of the withdrawal of the recommended allocation is considered to be minimal.

SFWMD Canal (C-24)

There are no known sources of pollution within a mile of the Project. This application is for the continuation of an existing, historical, permitted use of water with no changes in source, withdrawal operations, and no reported problems involving induced movement of pollutants. Therefore, the potential for induced movement of pollutants to occur as a

WATER RESOURCE IMPACT EVALUATION (CONTINUED)

result of the withdrawal of the recommended allocation is considered to be minimal.

Surficial Aquifer System

There are no known sources of pollution within a mile of the Project. This application is for the continuation of an existing, historical, permitted use of water with no changes in source, withdrawal operations, and no reported problems involving induced movement of pollutants. Therefore, the potential for induced movement of pollutants to occur as a result of the withdrawal of the recommended allocation is considered to be minimal.

ADDITIONAL INFORMATION**Regional Issues****Restricted Allocation Areas or Maximum Developable Limits**

Pursuant to Subsection 3.2.1.B of the AH, no additional surface water will be allocated from District Canals C-23, C-24, and C-25, over and above existing allocations. The allocations in this permit represent no increase in allocation from the C-24 Canal for irrigation of the Project.

Project Site Issues**Legal Control and Land Use**

Records from the St. Lucie County Property Appraiser demonstrate that the Permittee maintains legal control over the Project. All withdrawal facilities are located within the Project. The water allocation requested for irrigation is compatible with the land use at this site (Subsection 2.1 of the AH).

Water Conservation Plan

The Project must comply with water conservation plans described in Subsection 2.3.2 of the AH and restricted hours of irrigation (Special Permit Conditions 10 and 11).

Water Use Accounting

Surface water pumps SW-1, SW-2, SW-3, and SW-4 were calibrated on September 19, 2016. Recalibration is due once every five years (Special Permit Condition 13). Therefore, calibration for pumps SW-1 through SW-4 shall be due by September 30, 2021. The Applicant indicated that surface water pump SW-6 was recently installed. Pursuant to Subsection 4.1.1 of the AH, prior to the use of any withdrawal facility (existing and proposed surface water pumps and SAS wells) authorized under this water use permit, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District and every five years thereafter (Special Permit Conditions 12 and 13, respectively).

Permit Reporting Requirements

Pursuant to Special Permit Condition 14, monthly withdrawals for all facilities shall be submitted to the District semi-annually.

ADDITIONAL INFORMATION (CONTINUED)

The Permittee shall submit to the District an updated "Summary of Groundwater (Well) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells (Special Permit Condition 16).

The Permittee shall submit an updated "Summary of Surface Water (Pump) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of installation of the proposed pump station and surface water pumps SW-5 and SW-7 (Special Permit Condition 17).

The amount of surface water from the C-24 Canal and groundwater from the SAS used for irrigation replacement/recharge shall be equal to the amount of water withdrawn from the on-site lake surface water source on a monthly basis (Special Permit Condition 18).

Potential Use of Reclaimed Water

The City of Port St. Lucie has the closest reclaimed water distribution lines, which are located at the western property line. Although, technically the reclaimed water is available, the western buildout of the Property will not occur for several years due to economic conditions, and the lines are approximately one mile away from the current residential parcels. The Applicant states that they are preparing to incorporate reclaimed water as soon as it is economically feasible. Therefore, the use of reclaimed water at the Project is technically infeasible at this time (Subsection 2.2.4 of the AH). The Permittee shall investigate the feasibility of utilizing reclaimed water as an alternative water supply for this Project upon notification from the District (Special Permit Condition 19). If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water (Special Permit Condition 20).

Permit Duration

Pursuant to Subsection 1.5.2 of the AH, the quantity of water to be allocated shall not exceed that quantity of water necessary to irrigate historically irrigated acreage. Staff recommends a water use permit duration of 20 years.

ENVIRONMENTAL RESOURCE PERMIT STATUS:

PERMITTED (No. 56-00674-S)

RIGHT OF WAY PERMIT STATUS:

Not Applicable

RECOMMENDATIONS

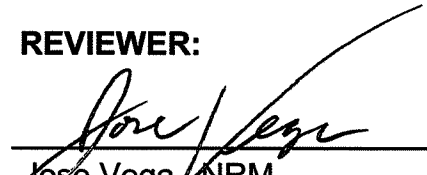
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Application Number: 160906-2
Permit Number: 56-02267-W

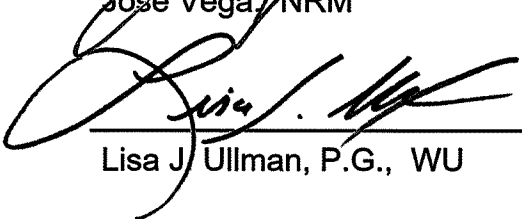
RECOMMENDATION

Authorizing: The use of surface water from the on-site lakes with surface water recharge from the C-24 Canal and groundwater recharge from the surficial aquifer system for landscape irrigation of 124.9 acres using a sprinkler irrigation system with an annual allocation of 154.73 million gallons.

STAFF EVALUATION

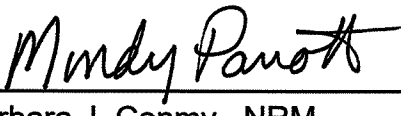
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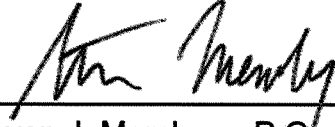


Jose Vega, NRM


Lisa J. Ullman, P.G., WU

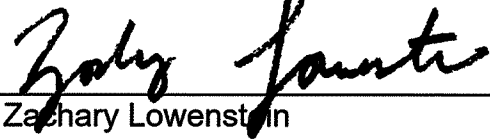
SUPERVISOR:



Mandy Parrott for
Barbara J. Conmy, NRM


Steven J. Memberg, P.G., WU

QUALITY ASSURANCE REVIEW:



Zachary Lowenstein
Date: 01/03/2017

WATER USE BUREAU CHIEF:



Maria C. Clemente, P.E.
Date: 1/4/17

SPECIAL PERMIT CONDITIONS

1. This permit is issued to:
Verano Development, LLC
701 South Olive Avenue, Suite 104
West Palm Beach, FL 33401

2. This permit shall expire January 6, 2037.

3. Use classification is:

Landscape Irrigation

4. Source classification is:

Groundwater from:
Surficial Aquifer System

Surface Water from:
On-site Lake(s)
SFWMD Canal (C-24)

5. Allocation:

Total annual allocation is 154.73 million gallons (MG). (423,918 GPD)

Total maximum monthly allocation is 22.35 million gallons (MG).

Allocation from a specific source (aquifer, waterbody, facility, or facility group):

Maximum monthly allocation from SFWMD Canal (C-24) shall not exceed 15.07 million gallons (MG).

These allocations represent the amount of water required to meet the water demands as a result of a rainfall deficit during a drought with the probability of recurring one year in ten. The Permittee shall not exceed these allocations in hydrologic conditions less than a 1-in-10 year drought event. Compliance with the annual allocation is based on the quantity withdrawn over a 12-month time period. Compliance with the maximum monthly allocation is based on the greatest quantity withdrawn in any single month. The annual allocation expressed in GPD or MGD is for informational purposes only.

If the rainfall deficit is more severe than that expected to recur once every ten years, the withdrawals shall not exceed that amount necessary to continue to meet the reasonable-beneficial demands under such conditions, provided no harm to the water resources occur and:

SPECIAL PERMIT CONDITIONS

1. All other conditions of the permit are met; and
2. The withdrawal is otherwise consistent with applicable declared Water Shortage Orders in effect pursuant to Chapter 40E-21, F.A.C.

6. Withdrawal facilities:

Groundwater - Proposed:

- 1 - 4" X 80' X 100 GPM Well Cased To 40 Feet
- 3 - 4" X 80' X 40 GPM Wells Cased To 40 Feet
- 1 - 4" X 80' X 80 GPM Well Cased To 40 Feet

Surface Water - Existing:

- 5 - 2" x 10 HP X 350 GPM Centrifugal Pumps

Surface Water - Proposed:

- 2 - 2" x 10 HP X 350 GPM Centrifugal Pumps
- 1 - 6" x 15 HP X 350 GPM Centrifugal Pump

7. The Permittee shall submit all data as required by the implementation schedule for each of the permit conditions to: SFWMD at www.sfwmd.gov/ePermitting, or Regulatory Support, 3301 Gun Club Road, West Palm Beach, FL 33406.
8. The Permittee must submit the appropriate application form incorporated by reference in Rule 40E-2.101, F.A.C., to the District prior to the permit expiration date in order to continue the use of water.
9. The Permittee shall secure a well construction permit prior to construction, repair, or abandonment of all wells, as described in Chapter 40E-3, F.A.C.
10. Permittee must comply with the water conservation plan submitted pursuant to Subsection 2.3.2.E.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District and described in the Staff Report.
11. Landscape irrigation shall be restricted to the hours and days described in Rule 40E-24.201, F.A.C., or alternative landscape irrigation conservation measures adopted by local government ordinance in accordance with Rule 40E-24.301, F.A.C.
12. Prior to any withdrawals at the project, the Permittee shall provide the results of the

SPECIAL PERMIT CONDITIONS

calibration testing of the identified water accounting method(s) and equip all existing and proposed withdrawal facilities with approved water use accounting method(s) pursuant to Subsection 4.1.1 of the Applicant's Handbook for Water Use Permit Applications within the South Florida Water Management District.

13. Every five years from the date of last calibration, the Permittee shall submit re-calibration data for each withdrawal facility.
14. Monthly withdrawals for each withdrawal facility shall be reported to the District semi-annually. The water accounting method and means of calibration shall be stated on each report.
15. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapter 40E-3, F.A.C.
16. The Permittee shall submit to the District an updated "Summary of Groundwater (Well) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
17. The Permittee shall submit to the District an updated "Summary of Surface Water (Pump) Facilities" table ("Section IV - Sources of Water", Water Use Permit Application Form 1379) within 90 days of installation of the proposed pumps identifying the surface water source, local drainage district (if applicable), pump type, diameter, capacity and horsepower, intake elevation (feet, NGVD), and water use accounting method.
18. Withdrawal from the surface water source(s) for irrigation shall be equal to the amount of water used for replacement/recharge on a monthly basis (for example, the volume of water withdrawn from the lake must be the same volume of water put into the lake), except when the surface water drainage system is discharging. The replacement/recharge of groundwater and surface water from the C-24 Canal into on-site lake surface water is for water quality treatment or supplementation and not the artificial maintenance of lake levels.
19. Upon notification from the District of the availability of reclaimed water pursuant to Section 373.250, F.S., the Permittee shall investigate the feasibility of obtaining reclaimed water and actively participate in discussions and negotiations with potential suppliers of reclaimed water when the supplies become available.

SPECIAL PERMIT CONDITIONS

20. If reclaimed water becomes available prior to the expiration date of this permit, the Permittee shall apply for a modification of the water use permit to reflect that portion of the allocation which is to be provided for by reclaimed water. The permittee is required to request a permit modification when an agreement has been executed between both parties, the transmission lines are constructed to the project site, and the necessary on-site modifications and authorizations are obtained.
21. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised the proposed well locations and resulting impacts must be in compliance with all permitting criteria and performance standards in effect at that time.

STANDARD PERMIT CONDITIONS

1. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to Section 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.

The Permittee shall immediately notify the District in writing of any previously submitted material information that is later discovered to be inaccurate.

2. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
3. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit a new or modified lease showing that it continues to have legal control or documentation showing a transfer in control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40E-1.6107, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
4. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order. The Permittee is advised that during a water shortage, pumpage, water levels, and water quality data shall be collected and submitted as required by District orders issued pursuant to Chapter 40E-21, F.A.C.
5. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
6. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.

7. A. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that Section 373.239, F.S., and Rule 40E-2.331, F.A.C., are applicable to permit modifications.

B. The Permittee shall notify the District in writing 30 days prior to any changes to the project that could potentially alter the reasonable demand reflected in the permitted allocation. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, large users agreements, or water treatment method. Permittee will be required to apply for a modification of the permit for any changes in permitted allocation.

8. If any condition of the permit is violated, the permit shall be subject to review and modification, enforcement action, or revocation pursuant to Chapter 373, F.S.
9. The Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the Permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1-in-10 year drought event that results in the:

A. Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

B. Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

10. The Permittee shall mitigate harm to the natural resources caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

A. Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

B. Reduction in water levels that harm the hydroperiod of wetlands,

C. Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D. Harmful movement of contaminants in violation of state water quality standards, or

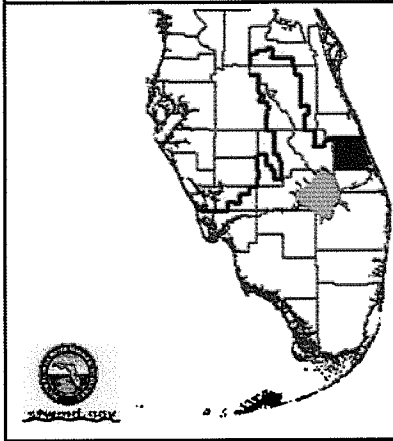
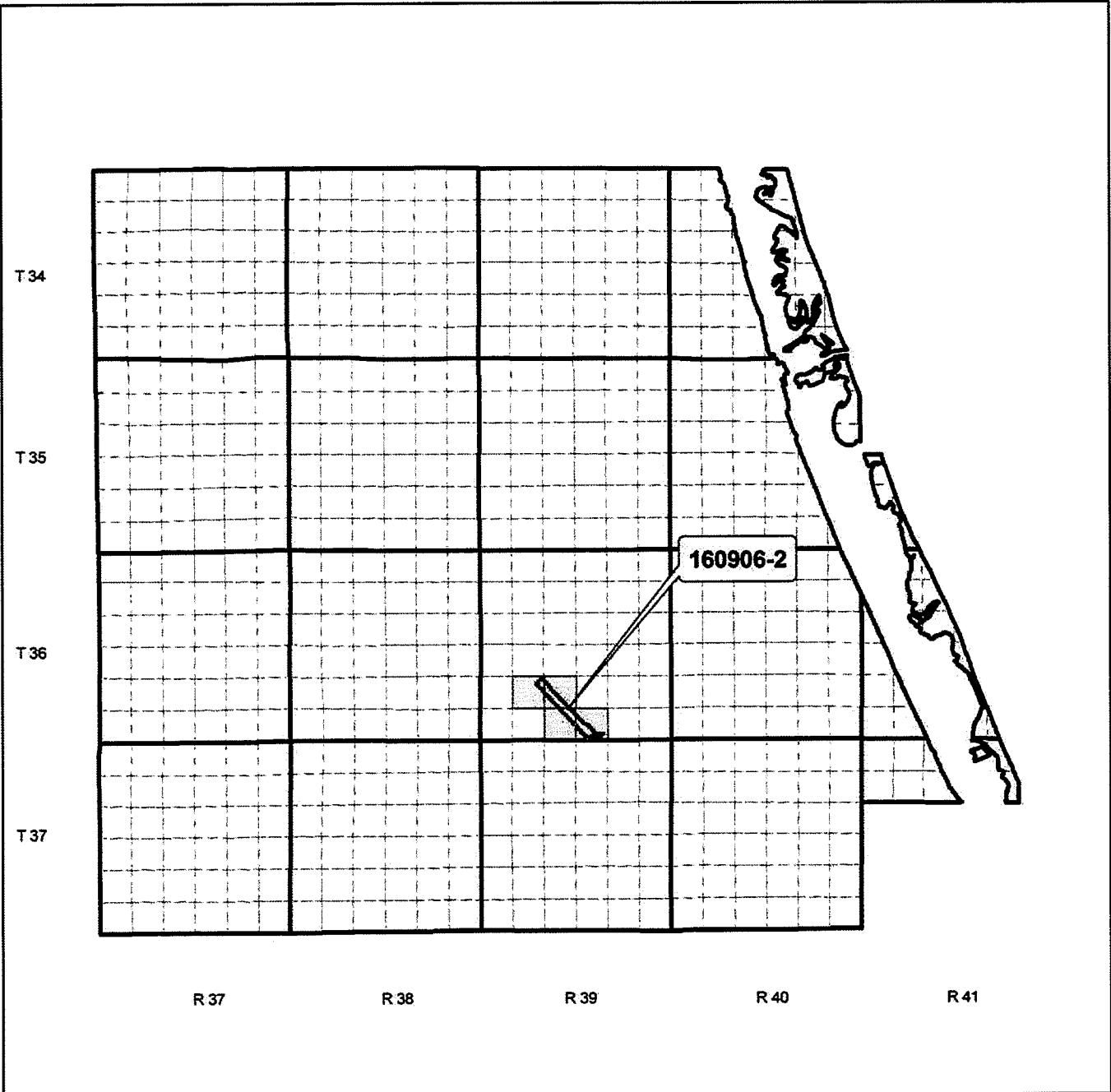
E. Harm to the natural system including damage to habitat for rare or endangered species.

11. The Permittee shall mitigate harm to existing off-site land uses caused by the Permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the Permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

A. Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

B. Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or,

C. Land collapse or subsidence caused by reduction in water levels associated with consumptive use.



ST. LUCIE COUNTY, FLORIDA

Application No: 160906-2

Map Date: 2016-12-27

Permit No: 56-02267-W

Sec 28,29,33,34 / Twp 36 / Rge 39

Project Name: VERANO

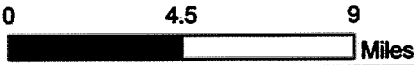
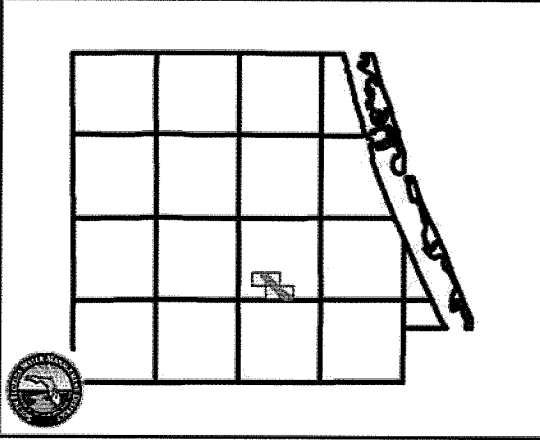


Exhibit No: 1



ST. LUCIE COUNTY, FLORIDA

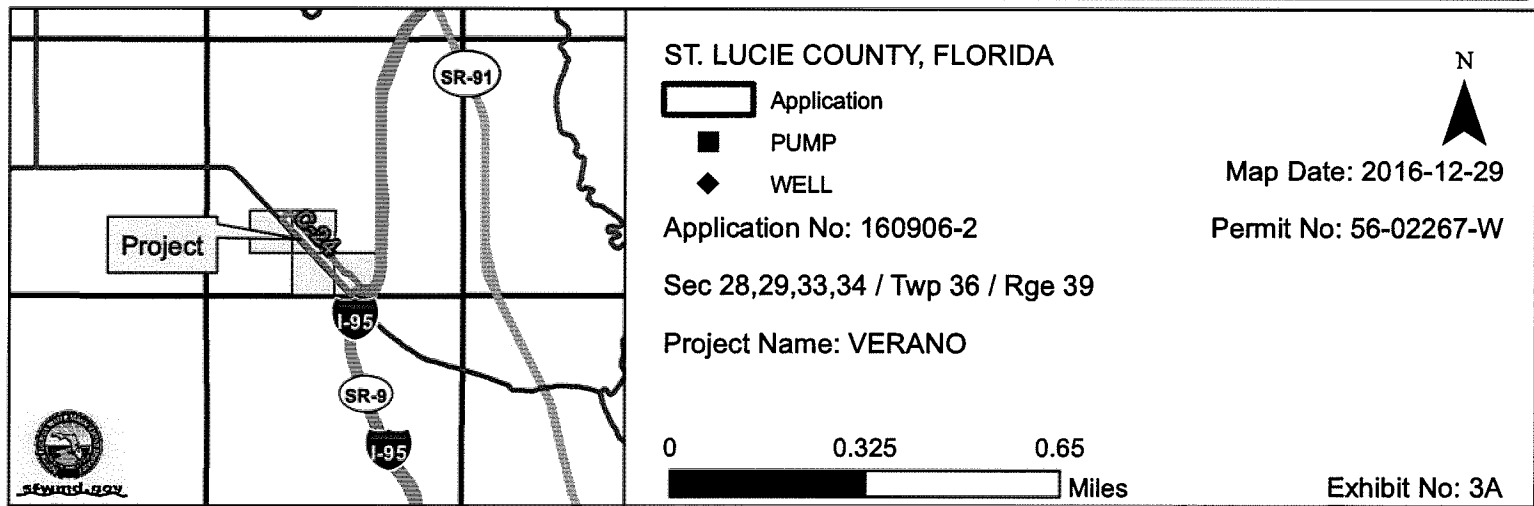
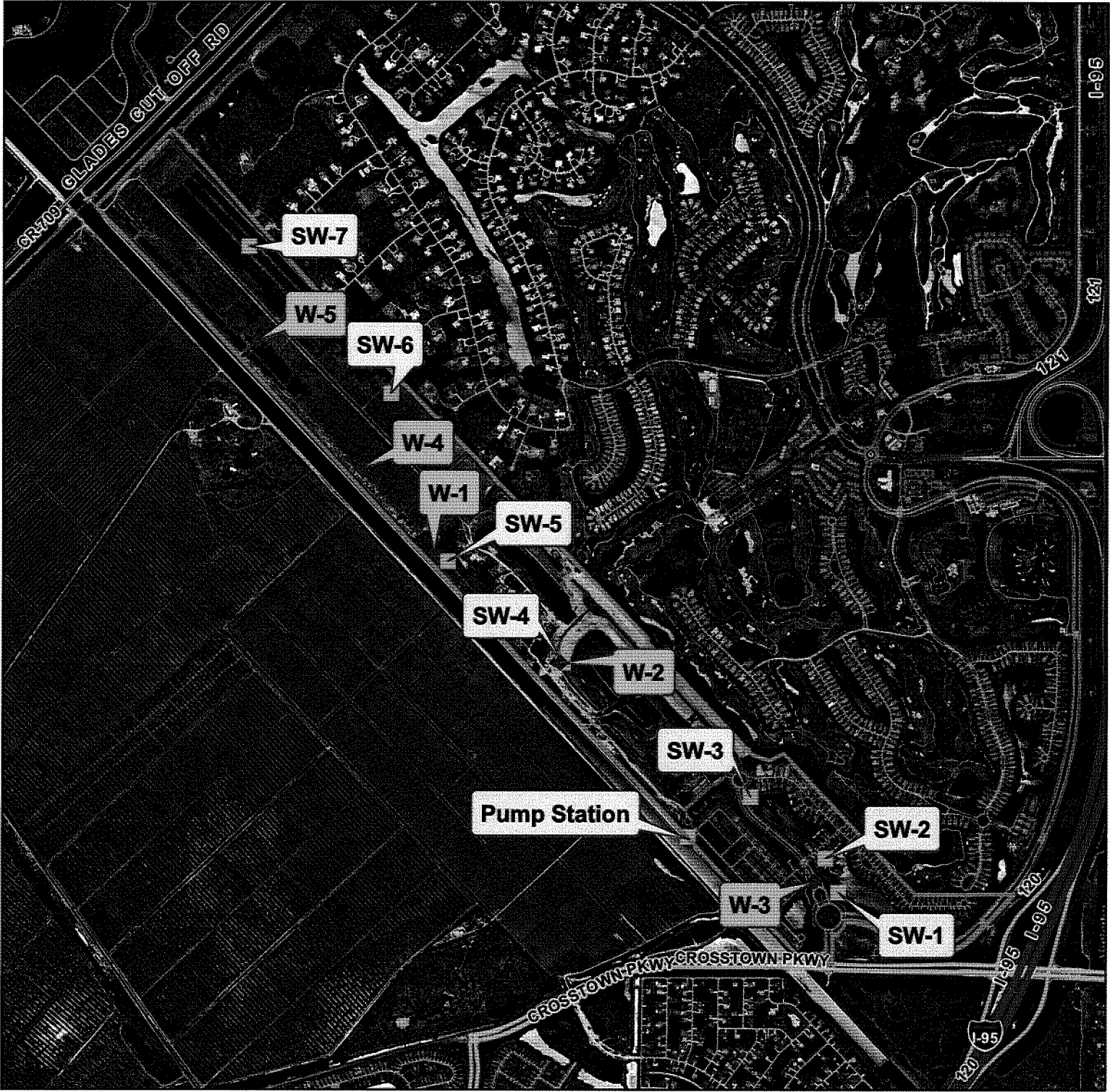
Legend
Application

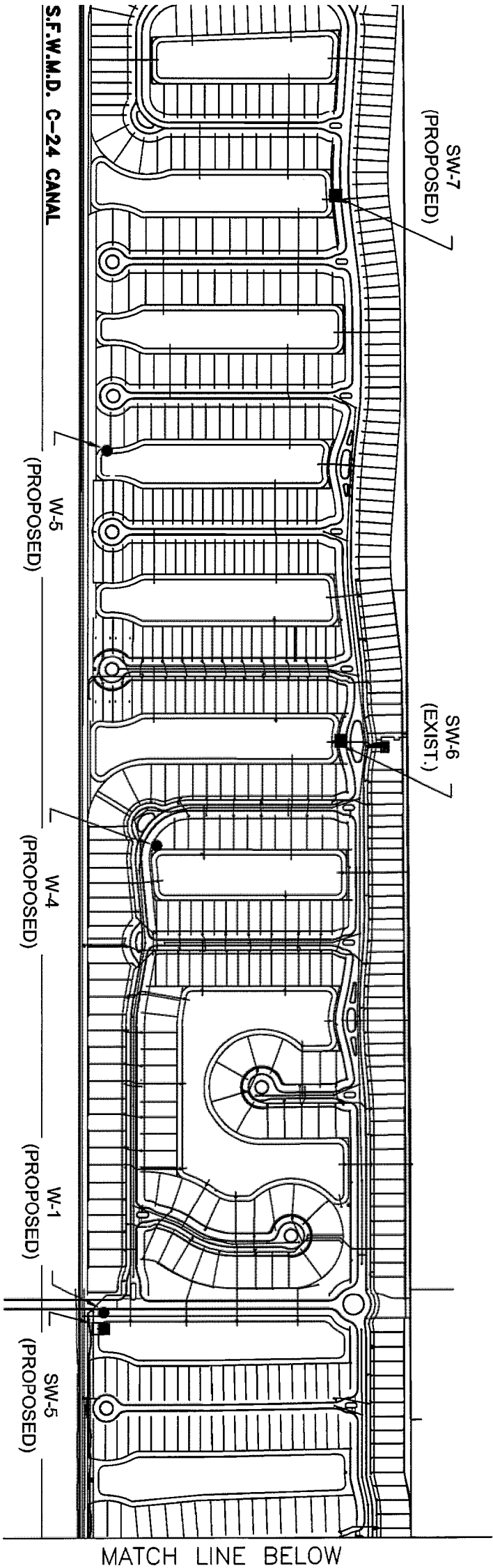
Application No: 160906-2
Sec 28,29,33,34 / Twp 36 / Rge 39
Project Name: VERANO

Map Date: 2016-12-27
Permit No: 56-02267-W

0 4,500 9,000
Feet

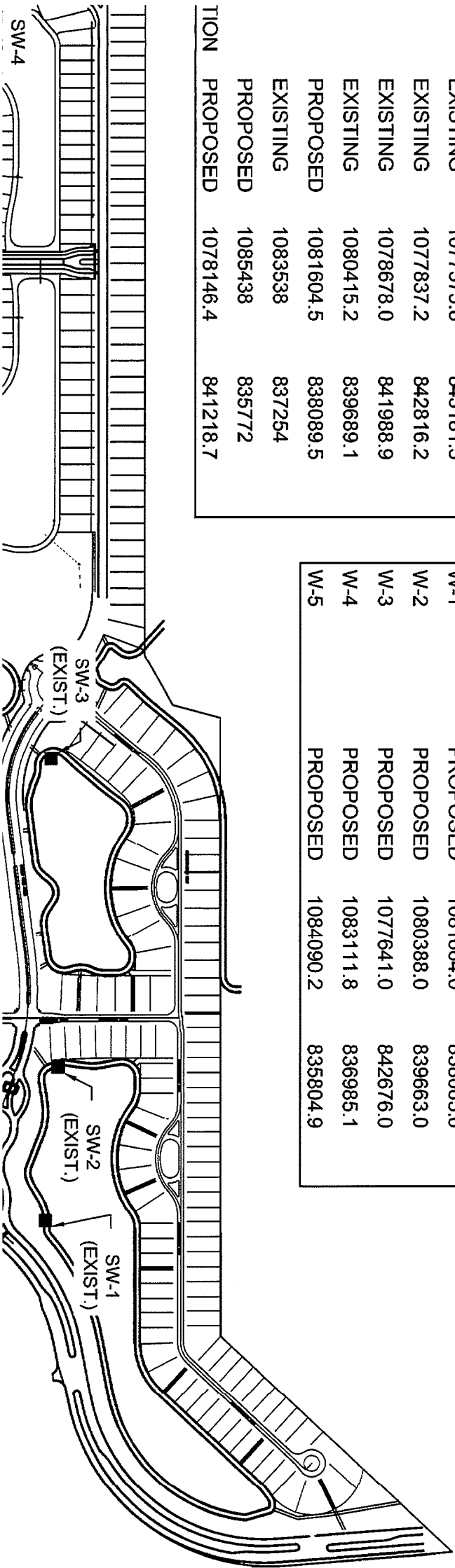
Exhibit No: 2





STATUS	NORTHING	EASTING
EXISTING	1077375.8	843181.5
EXISTING	1077837.2	842816.2
EXISTING	1078678.0	841988.9
EXISTING	1080415.2	839689.1
PROPOSED	1081604.5	838089.5
EXISTING	1083538	837254
PROPOSED	1085438	835772
TION PROPOSED	1078146.4	841218.7

NAME	STATUS	NORTHING	EASTING
W-1	PROPOSED	1081664.0	838065.0
W-2	PROPOSED	1080388.0	839663.0
W-3	PROPOSED	1077641.0	842676.0
W-4	PROPOSED	1083111.8	836985.1
W-5	PROPOSED	1084090.2	835804.9



T MASTER 9-1-16.dwg PLOTTED: Sep 02, 2016 4:34pm BY:david.scott PLOT SCALE: 1=40

	VERANO	EXHIBIT A
		SURFACE WATER PUMP & WELL LOCATIONS

EL: (561) 799-3855
FAX: 561-799-6579

TABLE - A
Description Of Wells.

Application Number: 160906-2

Well ID	180952	180959	180953	213524	213522
Name	W-1	W-2	W-3	W-4	W-5
Map Designator	W-1	W-2	W-3	W-4	W-5
FLUWID Number					
Well Field					
Existing/Proposed	P	P	P	P	P
Well Diameter(Inches)	4	4	4	4	4
Total Depth(feet)	80	80	80	80	80
Cased Depth(feet)	40	40	40	40	40
Facility Elev. (ft. NGVD)					
Screened Interval From					
To					
Pumped Or Flowing	P	P	P	P	P
Pump Type	Centrifugal	Centrifugal	Centrifugal	Centrifugal	Centrifugal
Pump Int. Elev. Feet (NGVD)					
Feet (BLS)					
Pump Capacity(GPM)	40	40	40	80	100
Year Drilled					
Planar Location					
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT
Feet East	838089	839630	842725	837199	835935
Feet North	1081664	1080318	1077653	1082690	1084257
Accounting Method	Time Clock	Time Clock	Time Clock	Time Clock	Time Clock
Use Status	Primary	Primary	Primary	Primary	Primary
Water Use Type	Irrigation Water Replacement	Irrigation Water Replacement	Irrigation Water Replacement	Irrigation Water Replacement	Irrigation Water Replacement
Aquifer	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System	Surficial Aquifer System

TABLE - B
Description Of Surface Water Pumps

Application Number: 160906-2

Pump ID	260028	260029	260030	260031	260032	260033	260055
Name	SW-1	SW-2	SW-3	SW-4	SW-5	SW-6	SW-7
Map Designator	SW-1	SW-2	SW-3	SW-4	SW-5	SW-6	SW-7
Facility Group							
Existing/Proposed	E	E	E	E	P	E	P
Pump Type	Centrifugal	Centrifugal	Centrifugal	Centrifugal	Centrifugal	Centrifugal	Centrifugal
Diameter(Inches)	2	2	2	2	2	2	2
Pump Capacity(GPM)	350	350	350	350	350	350	350
Pump Horse Power	10	10	10	10	10	10	10
Two Way Pump ?	N	N	N	N	N	N	N
Elevation (ft. NGVD)					2		
Planar Location							
Source	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT	APPLICANT
Feet East	843016	8428822	841948	839658	838256	837562	835827
Feet North	1077514	1077833	1078680	1080318	1081553	1083607	1085398
Accounting Method	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter	Flow Meter
Use Status	Primary	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation	Irrigation
Surface Water Body	On-site Lake(s)	On-site Lake(s)	On-site Lake(s)	On-site Lake(s)	On-site Lake(s)	On-site Lake(s)	On-site Lake(s)

TABLE - B
Description Of Surface Water Pumps

Application Number:		160906-2
Pump ID	180948	
Name	Pump Station	
Map Designator	Pump Station	
Facility Group		
Existing/Proposed	P	
Pump Type	Centrifugal	
Diameter(Inches)	6	
Pump Capacity(GPM)	350	
Pump Horse Power	15	
Two Way Pump ?	N	
Elevation (ft. NGVD)	14	
Planar Location		
Source	APPLICANT	
Feet East	841184	
Feet North	1078194	
Accounting Method	Flow Meter	
Use Status	Primary	
Water Use Type	Irrigation Water Replacem	
Surface Water Body	SFWMD Canal (C-24)	

Calculations Of Irrigation Requirements

APPLICATION NUMBER: 160906-2

RAINFALL STATION: Ft. Pierce

IRRIGATION SYSTEM: Sprinkler

PARCEL ACREAGE: 124.9

LAND USE: Landscape

CROP: Turf

SOIL TYPE: 0.8

PARCEL NAME: VERANO

IRR. MULTIPLIER: 1.3

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	2.48	2.77	3.23	3.08	4.29	5.98	5.66	5.82	8.03	6.72	2.95	2.07	53.08
EVAPOTRANSPIRATION	1.80	2.08	3.58	4.94	6.54	7.32	7.74	7.41	6.25	4.82	3.05	2.11	57.64
AVG. EFFECTIVE RAIN	1.12	1.26	1.56	1.62	2.36	3.29	3.21	3.23	3.98	3.16	1.40	0.97	27.16
DROUGHT RAINFALI	0.93	1.04	1.30	1.34	1.96	2.73	2.67	2.68	3.31	2.62	1.16	0.80	22.54
AVERAGE IRRIGATION	0.68	0.82	2.02	3.32	4.18	4.03	4.53	4.18	2.27	1.66	1.65	1.14	30.48
DROUGHT IRRIGATION	0.87	1.04	2.28	3.60	4.58	4.59	5.07	4.73	2.94	2.20	1.89	1.31	35.10

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 35.10 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

35.10 IN X 124.9 AC X 1.3 X 0.02715 MG/AC-IN = 154.73MG

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 5.07 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

5.07 IN X 124.9 AC X 1.3 X 0.02715 MG/AC-IN = 22.35 MG

TOTAL ANNUAL DEMAND: 154.73 MG

TOTAL MAXIMUM MONTHLY DEMAND: 22.35 MG

Requirement by Permit Condition Report

App No: 160906-2
Permit No: 56-02267-W
Project Name: VERANO

Permit Condition No: 11		Permit Condition Code: <u>WUSTD021-2</u>		
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-1	Calibration report for WELL W-1	Every Five Years	Every Five Years	31-JUL-2017
WELL - W-2	Calibration report for WELL W-2	Every Five Years	Every Five Years	31-JUL-2017
WELL - W-3	Calibration report for WELL W-3	Every Five Years	Every Five Years	31-JUL-2017
WELL - W-4	Calibration report for WELL W-4	Every Five Years	Every Five Years	31-JUL-2017
WELL - W-5	Calibration report for WELL W-5	Every Five Years	Every Five Years	31-JUL-2017
Pump Station	Calibration report for PUMP Station	Every Five Years	Every Five Years	31-JUL-2017
PUMP - SW-1	Calibration report for PUMP SW-1	Every Five Years	Every Five Years	30-SEP-2021
PUMP - SW-2	Calibration report for PUMP SW-2	Every Five Years	Every Five Years	30-SEP-2021
PUMP - SW-3	Calibration report for PUMP SW-3	Every Five Years	Every Five Years	30-SEP-2021
PUMP - SW-4	Calibration report for PUMP SW-4	Every Five Years	Every Five Years	30-SEP-2021
PUMP - SW-5	Calibration report for PUMP SW-5	Every Five Years	Every Five Years	31-JUL-2017
PUMP - SW-6	Calibration report for PUMP SW-6	Every Five Years	Every Five Years	31-JUL-2017
PUMP - SW-7	Calibration report for PUMP SW-7	Every Five Years	Every Five Years	31-JUL-2017
Permit Condition No: 12		Permit Condition Code: <u>WUSTD022-1</u>		
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-1	Monthly withdrawal for WELL W-1	Monthly	Semi-Annually	31-JUL-2017
WELL - W-2	Monthly withdrawal for WELL W-2	Monthly	Semi-Annually	31-JUL-2017
WELL - W-3	Monthly withdrawal for WELL W-3	Monthly	Semi-Annually	31-JUL-2017
WELL - W-4	Monthly withdrawal for WELL W-4	Monthly	Semi-Annually	31-JUL-2017
WELL - W-5	Monthly withdrawal for WELL W-5	Monthly	Semi-Annually	31-JUL-2017
Pump Station	Monthly withdrawal for PUMP Pump Station	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-1	Monthly withdrawal for PUMP SW-1	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-2	Monthly withdrawal for PUMP SW-2	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-3	Monthly withdrawal for PUMP SW-3	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-4	Monthly withdrawal for PUMP SW-4	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-5	Monthly withdrawal for PUMP SW-5	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-6	Monthly withdrawal for PUMP SW-6	Monthly	Semi-Annually	31-JUL-2017
PUMP - SW-7	Monthly withdrawal for PUMP SW-7	Monthly	Semi-Annually	31-JUL-2017
Permit Condition No: 14		Permit Condition Code: <u>WUWC004-1</u>		
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-1	Table "A" for WELL W-1	One time Only	One time Only	31-JUL-2017
WELL - W-2	Table "A" for WELL W-2	One time Only	One time Only	31-JUL-2017
WELL - W-3	Table "A" for WELL W-3	One time Only	One time Only	31-JUL-2017

Requirement by Permit Condition Report

Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
WELL - W-4	Table "A" for WELL W-4	One time Only	One time Only	31-JUL-2017
WELL - W-5	Table "A" for WELL W-5	One time Only	One time Only	31-JUL-2017
Permit Condition No: 15	Permit Condition Code: <u>WUSTD026-1</u>			
Facility Name	Requirement Name	Col Freq	Sub Freq	Due Date
Pump Station	"Table B" for PUMP Station	One time Only	One time Only	31-JUL-2017
PUMP - SW-5	"Table B" for PUMP SW-5	One time Only	One time Only	31-JUL-2017
PUMP - SW-7	"Table B" for PUMP SW-7	One time Only	One time Only	31-JUL-2017

STAFF REPORT DISTRIBUTION LIST

VERANO

Application No: 160906-2

Permit No: 56-02267-W

INTERNAL DISTRIBUTION

X Lisa J. Ullman, P.G.

EXTERNAL DISTRIBUTION

- X Permittee - Verano Development, LLC
- X Engr Consultant - Jacobs Engineering

OTHER INTERESTED PARTIES

- X PGA RESERVE INC
- X PGA VILLAGE PROPERTY OWNERS' ASSOC, INC.

Exhibit No:8

EXHIBIT 5
CONSERVATION MANAGEMENT PLAN


CONSERVATION AREA MANAGEMENT PLAN
COPY

COPY

COPY



November 10, 2006

Conservation Area Management Plan (CAMP)
in accordance with
The Development Order for VERANO
(formerly known as Montage Reserve / PGA Village)

General Overview

- VERANO will comply with the 25% upland preservation set aside requirement of the City of Port St. Lucie Code Section 157.39, Required Preservation of Habitat. It is proposed to preserve ± 29.23 acres (above the required ± 17.77 acres) of native upland habitat in accordance with these requirements, as part of an overall 35.39 acre upland/wetland preserve area. Refer to *Sheet 1* (Location Plan), and *Sheet 2* (Environmental Site Plan), attached to the Conservation Area Management Plan. Details for management, maintenance and monitoring of these lands are contained within the plan.
- Compliance with any future permitting requirements of the Florida Fish and Wildlife Conservation Commission (FWCC) for relocation of Gopher Tortoise to the recipient preserve area (35.39 acres) as depicted on *Sheets 1 and 2* will be undertaken. Management and maintenance provisions are provided for this species, as contained within.
- In the event that it is determined that any additional representative of a state or federally listed plant or animal species is resident on the designated preserve area, or otherwise is significantly dependent upon the project site, VERANO will cease all activities which might negatively affect that individual population and immediately notify City of Port St. Lucie. VERANO will provide proper protection to the satisfaction of City of Port St. Lucie, which may include relocation offsite, provided such sites exist, in consultation with applicable environmental agencies.
- VERANO will preserve and enhance the 6.16 acres of wetlands proposed for preservation on *Sheet 2*, to the extent required by South Florida Water Management District and the US Army Corps of Engineers, as part of the overall 35.39 acre upland/wetland preserve. Details of these proposed activities for management, maintenance and monitoring are contained within.
- VERANO will preserve (and create where necessary) an average 50' or greater buffer zone of native upland vegetation around all preserved wetlands (WB-W7), as indicated on *Sheet 2*. The buffer zones shall include canopy and sub canopy where existing, and ground cover of native upland species. The upland buffers shall be designed to be consistent with the buffer requirements of SFWMD and City of Port St. Lucie. The upland buffers are to be maintained according to the details provided within this CAMP.
- VERANO will remove all the Brazilian pepper known to exist within the conservation area, and any other nuisance and invasive exotic vegetation (not known to exist at this time) from the proposed preserve area, such as Melaleuca, Australian pine, Old World climbing fern, downy rose-myrtle, and exotic vegetation listed by the Florida Exotic Pest Plant Council or the City of

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Port St. Lucie. Removal shall be in a manner that avoids seed dispersal by any of these species. There will be no planting of these species on site. Methods and a schedule for the removal of exotic and nuisance species are contained within for approval by the City. The entire site, including the wetland and upland conservation areas discussed within, shall be maintained free of these species in perpetuity.

Conceptual Preserve Area Management Plan

The project will contain a 35.39 acre on site, upland/wetland preserve area (*Sheets 1 and 2*). Of the total, ± 29.23 acres will be uplands preservation and enhancement, much of which is existing undisturbed better quality pine flatwoods. Portions of these areas are a ± 1.51 acre oak/cabbage palm hammock, and a large area of uplands enhancement to highly disturbed areas dominated by Brazilian pepper (southwestern portions of the preserve), which also includes attention to a directly contiguous portion of on site C-24 spoil area containing some native vegetation, however, also infested with Brazilian pepper. Preservation and enhancement of 6.16 acres of existing wetland, including removal of nuisance or exotic vegetation, will also be undertaken where necessary.

While not extensive in the wetland interiors, nuisance and any exotic vegetation will be removed from wetlands and their buffers, with emphasis on certain edges of W-5 through W-7.

Uplands enhancement will entail removal of extensive exotics (mainly Brazilian Pepper) and seeding of a ground cover conducive to tortoise habitation (on-site spoil areas only). The initial program for exotics removal was completed effective March 30, 2006. The preserve is a proposed recipient site for tortoise relocation. A permit was issued by the Florida Fish and Wildlife Conservation Commission with considerations to the Deed of Conservation Easement. Proposed vegetation for upland enhancement will include natural recruitment of native species within the preserve interior and any wetland buffers. Bahia sp. grass seeding for on-site areas contiguous to and within the C-24 spoil and berm, currently dominated by Brazilian Pepper, is not to be considered mitigation by the SFWMD. Emphasis will also be on the wire grass ground cover to be maintained in a mosaic fashion among the palmetto community in order to provide enhanced sustenance to the proposed tortoise colony in conjunction with the Bahia sp. seeding of spoil berms. Palmetto will be maintained for tortoise habitation in a program as necessary to prevent overgrowth by various methods to include prescription burn (as amenable to surrounding conditions) and periodic mechanical habitat management (mowing only if necessary), in select locations. A prescription, low intensity backburn was conducted by the State Division of Forestry during the winter (February) of 2006.

These areas will be monitored for success criteria including, tortoise activity, 80% aerial coverage of designated enhancement areas within 2 years, and continued ongoing exotics maintenance, to be reported per annual maintenance and monitoring requirements. A 5-year reporting plan is included, and will be submitted annually as approved within the CAMP contained herein, also to include a maintenance and monitoring schedule in consideration of

planning, permitting, and construction timetables according to all final permits from the
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responsible agencies.

In Florida, gopher tortoises are protected as a Species of Special Concern at this time. Under Florida law, no person may take, possess, transport or sell a Species of Special Concern. No land clearing or construction will occur until all tortoise burrows which are to be impacted by the project are relocated to the designated Section 3 upland conservation area by permit. A certified environmental professional will supervise any clearing in the donor areas with tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth below. Tortoise burrows may be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated into the subject conservation area for the project away from any clearing activities. Once the tortoise(s) have been safely relocated to the preserve area and restrained by safety fencing, equipment, operation can resume.

All gopher tortoise relocation efforts will include trapping of any other possible listed endemic species that may inhabit the burrow. Additional endemic species might include, but are not limited to, the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corais couperi*). All relocations shall be carried out by an environmental professional licensed for gopher tortoise relocations.

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Preserve Area Maintenance Activities Plan

• Legal description and Easement Consideration

In compliance with ERP permit conditions and the possibility for potential tortoise preserve, and in consideration of City requirements, the conservation area will be provided with a sketch and legal description for the on site wetland/upland preserve. This documentation currently exists in signed and final form. The Deed of Conservation Easement will be recorded upon permit approvals in accordance with City and State requirements, schedules and conditions.

• Preserve Area Uses

No development within the natural portions of the preserve area will be considered, however, passive uses such as nature trails, bird-watching, picnicking, hiking and other nondestructive uses of these areas which do not affect the hydrology or vegetative cover of the preserve may be considered during future planning.

Prohibited and restricted activities in the preserve area easement (where native vegetation currently exists) include, but are not limited to, construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including recreational vehicle and off road vehicle use; permanent irrigation, trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

• Construction Activities

Construction vehicles or equipment will be prohibited within the naturally vegetated areas. Contractors responsible for site work will be informed of the significance of preserve area protection prior to commencing construction activity.

All runoff from adjacent construction areas will be point discharged to ensure protection of the preserves from impacted drainage. During clearing, grading, and construction of contiguous development, best management practices will be incorporated for controlling erosion and turbidity in runoff. All wetland and upland preserve areas adjacent to the limits of construction will be isolated by turbidity screens including silt fences, hay bales, etc. These containment devices will be staked in place, routinely inspected and properly maintained. They will remain in place until all construction is complete and all associated side slopes have been adequately stabilized by use of seed and mulch techniques. Project management will be responsible for

explaining the significance of these barriers to all construction personnel prior to any activity. The turbidity control devices will be used as necessary so that turbidity levels on site do not exceed state water quality standards. Construction operations will be accomplished during dry

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periods if possible, to minimize runoff and to allow sediment stabilization. Grading, seeding and mulching will be completed as soon as possible. Drainage facilities incorporated during the project will be periodically checked and maintained to keep swales and culverts free of obstructions.

• Fire and Prescription Burns

Fire is an essential part of a conservation area management program. Xeric flatwoods is a fire-maintained association, therefore exclusion of fire from this habitat will result in a successional change toward a more hammock-like community. While the preserve area does not contain scrub, it does contain flatwoods somewhat more xeric in nature due to the regional effects of the C-24. Relatively open areas with some exposed ground within the a dry flatwoods community are usually inhabited by gopher tortoise and perhaps other related species. These areas may quickly become overgrown with palmetto and succeeding plant species if left unattended. Fire as a management tool is more beneficial than other mechanical or chemical management techniques. Fire reduces the amount of ground litter (therefore reducing the chances of a catastrophic wild fire), enhances the germination of adapted species, and rapidly makes available nutrients tied up in plant materials. It is generally the most cost-effective and ecologically sound method of maintaining gopher tortoise habitat. Regular burns should be conducted by the Division of Forestry on a routine, 3-5 year rotational basis, at least rotated among small patches within the preserve to reduce the threat of excessive smoke and uncontrolled fire in areas surrounded by development. An effective lawn barrier (firebreak) should be designed around the preserve area for fire protection to any surrounding infrastructure and development and as a buffer for the preserve. Controlled burns will result in gopher tortoise and other scrub species populations with greater local densities to meet the objectives of species conservation.

• Upland Exotics and Nuisance Vegetation Control

Isolated exotic vegetation noted in any location within the interior heart of the designated conservation area, should be manually removed, during construction. Manual removal would include a fresh cut to grade, with tree body removed and disposed, and immediately treated with an appropriate herbicide by an application of *Garlon 4*, *Pathfinder* or concentrated *Round-Up*. The herbicide should be applied as an immediate and direct application to each remaining stump cut to ground level. All chemicals should be approved by the Florida Department of Agriculture for this use and supervised by a licensed herbicide applicator. The chemicals should be used according to labeled instructions and discarded properly off site.

It should be noted that certain peripheral locations on and off site were disturbed during the development of the C-24 and Interstate 95. As a result, Brazilian Pepper often colonized in the areas disturbed for these facilities. In this case, where manual removal is not practical, exotics

such as Brazilian Pepper should be removed by heavy equipment in peripheral and spoil areas without damage to any native vegetation within the preserve.

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It is recommended that periodic monitoring and maintenance of exotics be undertaken in accordance with this plan in order to minimize efforts involved with removal. Vegetative and domestic debris, including garbage, trash and mulch should not be permitted in the preserve areas. All upland preserves will be maintained exotics free ($\leq 1\%$) of listed vegetation. Nuisance vegetation will not exceed 5% of the total vegetation coverage in any one area. Maintenance of these areas will be conducted in perpetuity.

• Wetland Exotics and Nuisance Vegetation Control

Nuisance and exotic vegetation noted in any of the isolated wetland preserves designated for enhancement (W3-W7) will be manually removed, if possible, during construction. This may be by methods such as "hand pulling" of cattails in W7, or by herbicide spray.

Where herbicides are employed, exotics such as Brazilian Pepper, should be fresh cut, with tree body removed and disposed, and immediately treated with an application of an appropriate herbicide including *Garlon 4*, *Pathfinder* or concentrated *Round-Up*; or if the trunk is submerged by the use of *Rodeo*. The herbicide should be applied as an immediate and direct application to each remaining stump cut to ground level. All chemicals should be approved by the Florida Department of Agriculture for this use and supervised by a licensed herbicide applicator. The chemicals should be used according to labeled instructions and discarded properly off site. It is recommended that periodic monitoring and maintenance of exotics be undertaken in accordance with this plan in order to minimize efforts involved with removal. Vegetative and domestic debris, including garbage, trash and mulch should not be permitted in the preserve areas. All wetland preserves will be maintained exotics free ($\leq 1\%$) of listed vegetation. Nuisance vegetation will not exceed 5% of the total vegetation coverage in any one area. Maintenance of these areas will be conducted in perpetuity.

• Structure Installation

A structure is proposed for installation at natural grade within a select location of the upland preserve. While it is doubtful that these facilities are necessary for maintaining historical conditions,

this facility is proposed for installation and relief should an extremely significant event occur.

Silt fencing will be installed along all sides of the disturbed upland area and along any wetland edge in contiguous areas of the structure location during construction to prevent water quality impacts within possible adjacent wetland areas. Prior to the commencement of construction, the installation of silt fencing will be inspected by agency compliance staff as necessary.

5-11-2010

Any disturbance to upland areas will be regraded to the original topographic contour, and replanting will be undertaken with native vegetation typical of the surrounding area. The density of planting will be sufficient to attain an eighty percent coverage and survival of desirable upland vegetation by the end of the second year of monitoring. The replanted upland area will be

monitored as part of the overall wetland and upland preserve monitoring program.

• Miscellaneous Preserve Area Considerations

The use of native species in landscaping any parcel areas outside the preserve area limits will be encouraged. Signs posted at entry points to the preserve will provide notice regarding the preserve's value as a resource. A sample of possible proposed signage is attached to the back of this plan. Some pathways currently exist within the preserve area. Where possible the same footprint of these areas will be used for proposed interpretive pathways and trails if implemented. Animal control will be encouraged to prevent pets and feral animals from encroaching into the preserve. Homeowners will be informed of their responsibilities regarding pets and interaction with preserve areas.

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Preserve Area Monitoring Plan and Reporting Schedule

General Preserve Area Monitoring Plan:

Sheet 1 illustrates the general location of the upland / wetland preserve within the limits of the VERANO project. As noted, it sits west of I-95, south of the Section 3 line, and northeast of the C-24 Canal. *Sheet 2* contains a plan view monitoring plan of the 35.39 acre conservation area. This schematic indicates proposed sampling transects, points and photo stations. It should be noted that transects have been designated as indicated in order to facilitate the sampling and recording efforts, but as importantly to capture data in areas more subject to spacial and temporal variability. It was determined that localized sampling stations be strategically placed in order to capture the existing condition of quality habitats, restoration areas, and vegetative interfaces, as the main objective of this program is to determine variability or deteriorating conditions which might require additional maintenance relative to tortoise habitation, restoration efforts, and upland and wetland quality maintenance. Special emphasis will be given to tortoise activity including the canvassing of any active burrows noted during routine monitoring and general management activities.

Monitoring Program:

• Baseline (initial) Survey:

Baseline conditions will be documented within approximately six months to one year of the issuance of the final City DO, FFWCC tortoise relocation permit, and conceptual ERP permits for VERANO. A qualitative and quantitative survey of the naturally existing upland and wetland vegetation in the preserve area will be undertaken and recorded at each of the proposed sampling stations (including % cover of existing species within a given area - one square meter). The sampling points will be utilized for baseline, semi-annual monitoring and annual monitoring. All information will be included in the annual monitoring reports to be submitted once per year. A baseline photo portfolio will be developed for each station, with subsequent photos to be included in each annual monitoring report for comparative purposes.

• Semi-Annual Monitoring and Annual Reports:

Annual monitoring will begin within 6 months of the issuance of an approved construction modification for the first phase of development, and construction has commenced. Continued monitoring will be conducted semi-annually at the end of the wet-season in October/November and at the end of the dry season in April/May for a five year period. Annual reports will be

at 260

submitted within one month following the spring sampling. Reports will be due June 30th, as indicated in the schedule below. The reports will document qualitative and quantitative vegetational variability and % cover of existing species within a given area (one square meter) for each sampling point. Issues and recommendations, or modifications to improve success, will also be discussed as necessary.

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• Fixed Point Panoramic Photographs:

Locations for fixed point panoramic photos are indicated on *Sheet 2* at each of the sampling transects. Photos will provide physical documentation of the current condition of the conservation area sampling points, including any changes that may be occurring. The photo portfolio will be assembled and submitted to the respective agencies to document existing baseline reference conditions and future annual status. These photos will be taken during each semi-annual monitoring. A portfolio will be prepared and submitted with each written annual report.

• Staff Gauges:

Staff gauges will be placed appropriately and surveyed into each wetland area. The equipment will be read and recorded weekly at the start of the annual monitoring. The gauges will be set to NGVD and will be documented accordingly. Water levels will be included and recorded with the annual monitoring reports as a weekly table for the year.

• Reporting Professional:

Upland and wetland monitoring will be provided by a qualified biologist with the knowledge of wetlands ecology, hydrology and wildlife.

Reporting Schedule:

The following schedule has been designed in accordance and pursuant to the conditions and requirements of the Development Order, and the Environmental Resource Permit (ERP) for VERANO:

Estimated Completion Date

Report

June 30th, 2006

Baseline Monitoring Report with
Photo Station Portfolio

Mar. 31st, 2006

Completion of Prescription Burn

Mar. 31st, 2006

Completion of Exotics Removal

June 30th, 2007

First Annual Monitoring Report

June 30th, 2008

Second Annual Monitoring Report

June 30th, 2009

Third Annual Monitoring Report



June 30th, 2010
June 30th, 2011

Fourth Annual Monitoring Report
Fifth Annual Monitoring Report

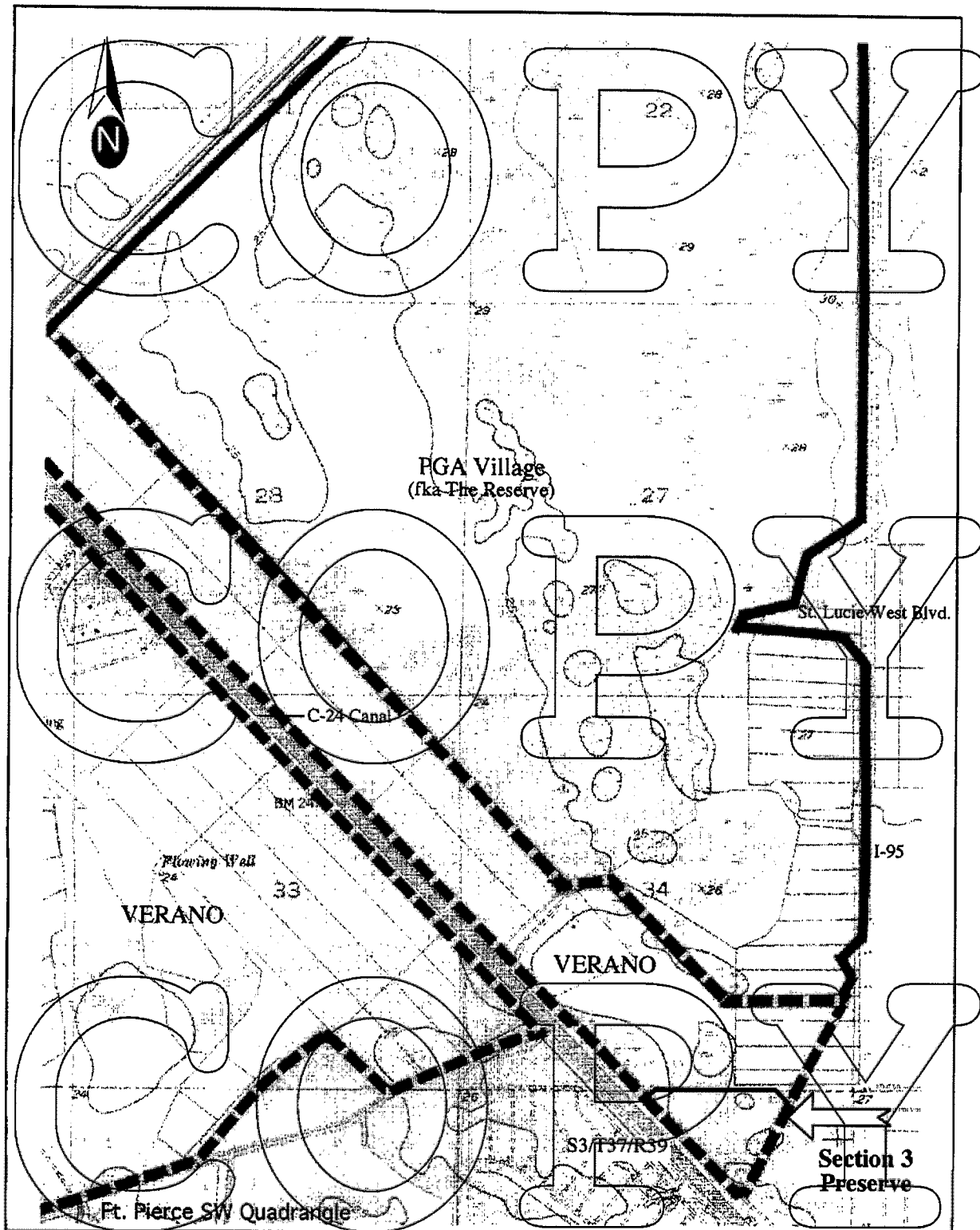
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Verano
City of Port St. Lucie, Florida



Location Plan
Reserve Homes Limited, L.P.
Section 3 - Conservation Area Management Plan
City of Port St. Lucie, Florida

Peter J. Krinsky, C.E.P., Environmental Planner
SITE ASSESSMENT • ENVIRONMENTAL PLANNING • GOVERNMENT PERMITTING
1672 SW Sandtrap Crescent, Palm City, Florida 34991 (772) 221-4139

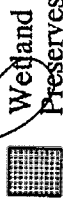
By:	Date:	Scale:	Job No:	Sheet:
PJK	4/24/06	1"=±2000'	RHL	Sheet 1

Verano

Section 3 Preserve

Conservation Area Management and Compliance Monitoring Program

Legend



Wetland Preserves (6.16 acres)



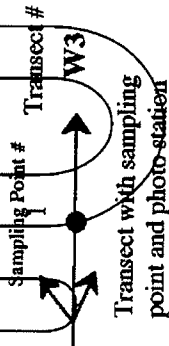
Upland Preserves (±29.23 acres)



Upland Preserve Area Enhanced

35.39 acres on-site easement total

On-Site Preserve Limits



Staff Gauge Placement ★

Wetland Site Data (acres)

W3	±2.50
W4	±1.95
W5	±0.39
W6	±0.75
W7	±0.57

Land Use Description

411 Pine Flatwoods
422 Brazilian Pepper
425 Oak/Cabbage/Palm
429 Wax Myrtle
643 Wet Prairie Wetland
743 Spoil Berm



Section Line

permit drawing
not for construction

I-95 ROW

C-24 ROW

Notes:

For sampling point locations (ie., W3-1) refer to the attached table for GPS coordinates
Preserve Configuration is approximate. Refer to easement sketch and legal description attached.

411/422/743 (overlap)

Verano

Reserve Homes Limited, LP

Section 3 Preserve Compliance Monitoring Program

Peter J. Krinsky, C.E.P., Environmental Planner

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By: PJK	Sheet: Sheet 2	Date: 8/25/06
Scale: 1"=±300'	Job: RHL	Revised: