

23-009-TRC

Plat Plan Review Staff Report



Applicant | **B & T Fair Investments Inc.**
Parcel Identification | **3-22-37-35-0260-00000-0060**



Prepared for The City of Okeechobee

General Information

Owner: B & T Fair Investments, Inc.

Applicant: John J. Rice, P.S.M.

Primary Contact: John J. Rice, (863) 801-6200 / jr.twps@yahoo.com

Parcel Identification: 3-22-37-35-0260-00000-0060

Note: For the legal description of the project or other information relating this application, please refer to the application submittal package which is available by request at City Hall and is posted on the City's website prior to the advertised public meeting at: <https://www.cityofokeechobee.com/agendas.html>

Future Land Use, Zoning, and Existing Use of Subject Property

Parcel Identification: 3-22-37-35-0260-00000-0060	Existing	Proposed
Future Land Use	Multi-Family Residential	Multi-Family Residential
Zoning	Residential Multiple-Family	Residential Multiple-Family
Use of Property	Townhomes	Townhomes on Platted Lots
Acreage	1.31	Subject to a replat

Future Land Use, Zoning, and Existing Use of Surrounding Properties

	Future Land Use	Zoning	Existing Use
North	Single-Family Residential	Residential Multiple Family (RMF)	Multi-Family Units
East	Commercial	Heavy Commercial (CHV)	SE 8 th Avenue, Retail/Shopping Center
South	Single-Family Residential	Residential Multiple Family (RMF)	Vacant
West	Commercial	Heavy Commercial (CHV)	Taylor Creek, Vacant Land, Restaurant

General Description

The request for consideration by the City's Technical Review Committee is an application for a re-plat of the property located at 116 SE 8th Avenue. The property was the subject of a previous petition, No. 21-005-TRC, which was approved to allow for the development of twelve (12) townhomes. Construction of the townhomes is underway, and the re-plat proposes to divide the subject property into twelve (12) separate parcels (one for each townhome), as well as common area tracts and an access tract. Staff analysis of the submitted application and plans is provided below. Areas of deficiency or concern are highlighted in yellow.

Adequacy of Public Facilities

Potable Water and Sewer: The applicant previously provided documentation confirming the availability of potable water and sanitary sewer services as part of 21-005-TRC.

Traffic Generation: The previously approved site plan petition, 21-005-TRC, included a traffic analysis indicating that the 12 townhomes (ITE code 230) are expected to generate 70 daily vehicle trips, 6 of which will occur during the peak PM hour. The analysis found that the project will not contribute to a significant increase in traffic on any local roadways or S.R. 70.

Access and Internal Circulation: The applicant proposed two driveways on SE 8th Ave to provide ingress and egress to the site. The proposed plat plan identifies both access points, as approved on the site plan. The plat plan also delineates the on-site parking area and internal circulation area consistent with the approved plans.

Compliance with Land Development Code

Under Sec. 90-196(c), minimum area for multiple family dwellings (townhomes are included in the definition of multifamily dwelling), lists the minimum area as "4,356 square feet for each dwelling unit". This requirement is intended to uphold the maximum density of 10 du/ac allowed in the Residential Multiple-Family district, which this project complies with. It is staff's opinion that lots smaller than 4,356 sq/ft for each unit can be permitted, provided there is at least 4,356 square feet of area per unit within the gross area of the project.

The subject property is approximately 1.31 acres, or 57,064 sq/ft. The twelve (12) platted lots require 4,356 sq/ft each, or 52,272 sq/ft. The gross area of the subject property is large enough to accommodate the twelve (12) parcels.

Staff finds that the application is consistent with the subdivision requirements of LDC Chapter 86.

Plat Correctness

Staff reviewed the preliminary plat for conformance with the City's Land Development Code and statutory platting requirements. Only one minor formatting error was discovered on page 2.

Abbreviations and Legend table: Legend is covering abbreviation under SFWMD.

Recommendation

Based on the foregoing analysis, we find the proposed plat plan to be consistent with the approved site plan (Petition No. 21-005-TRC), the subdivision requirements of the City's Land Development Code, and the statutory platting requirements. Staff recommends approval of this request, with the following correction to be made prior to final plat approval:

- Fix formatting error on page 2 of the plat regarding the Abbreviations and Legend table.

Submitted by:

Ben Smith, AICP

Director of Planning

July 13, 2023

Okeechobee Technical Review Committee Hearing: July 20th, 2023

Supplemental Exhibits

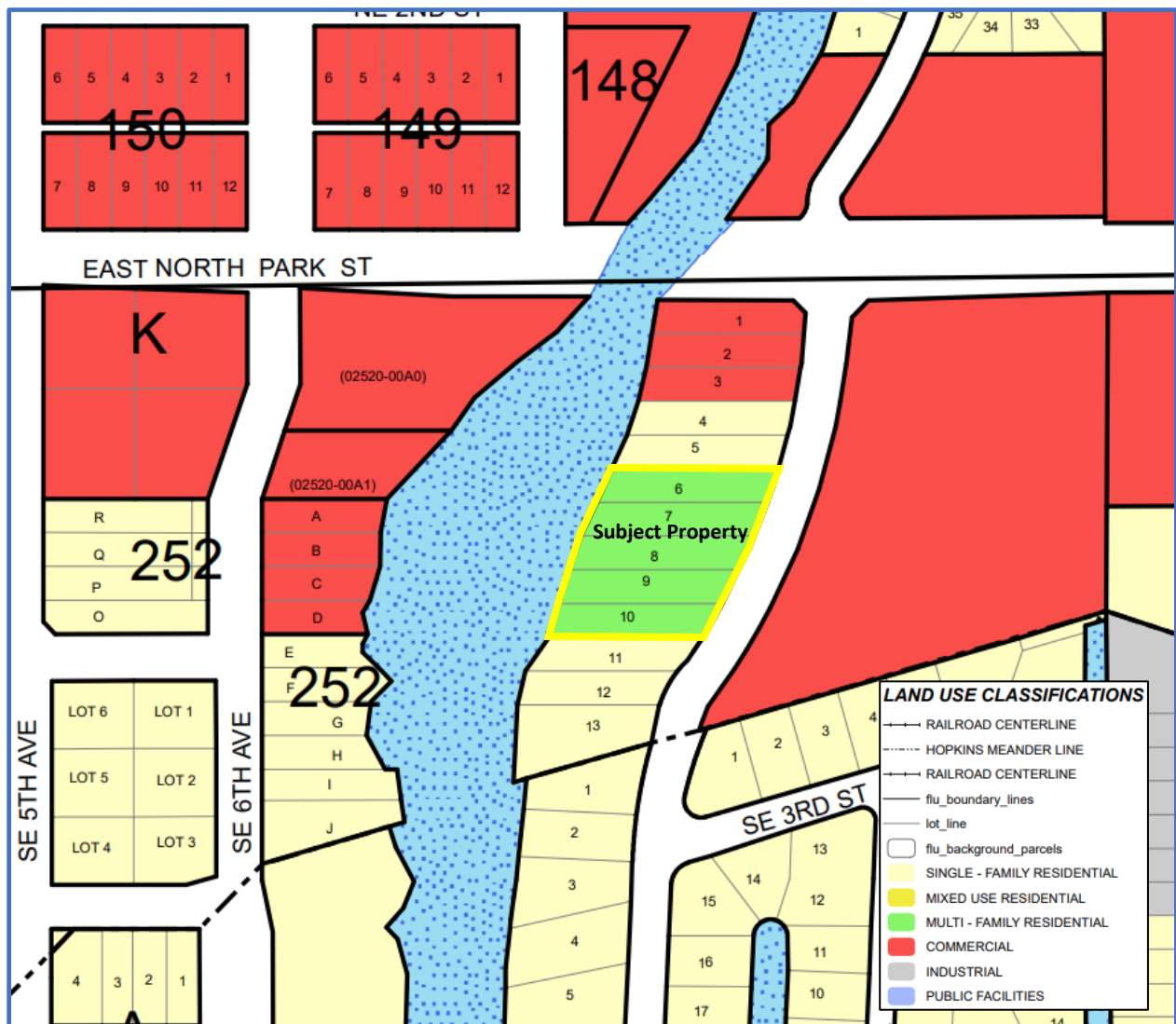


Exhibit A: Future Land Use Map

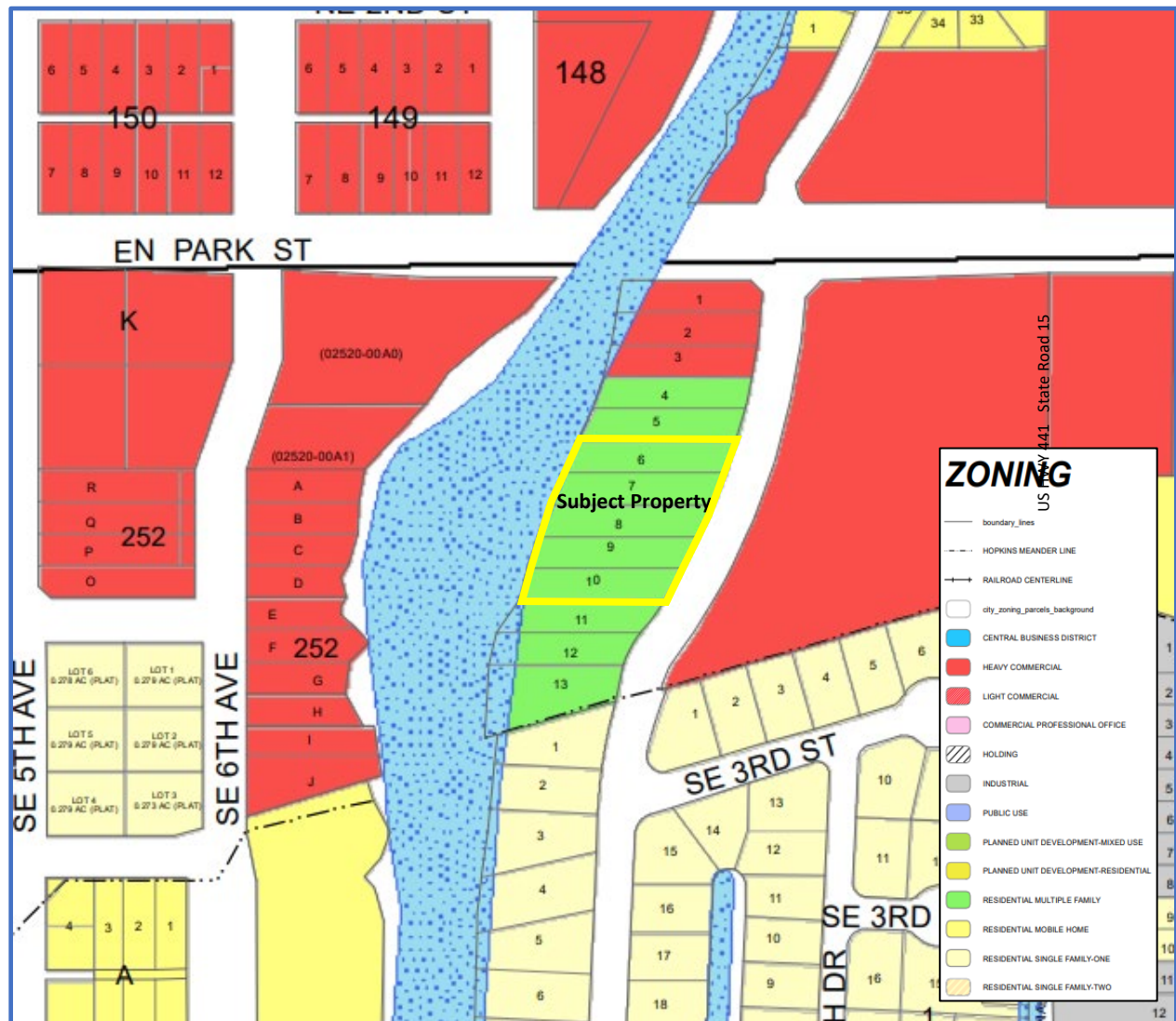


Exhibit B: Zoning Map



Exhibit C: Existing Land Use Map

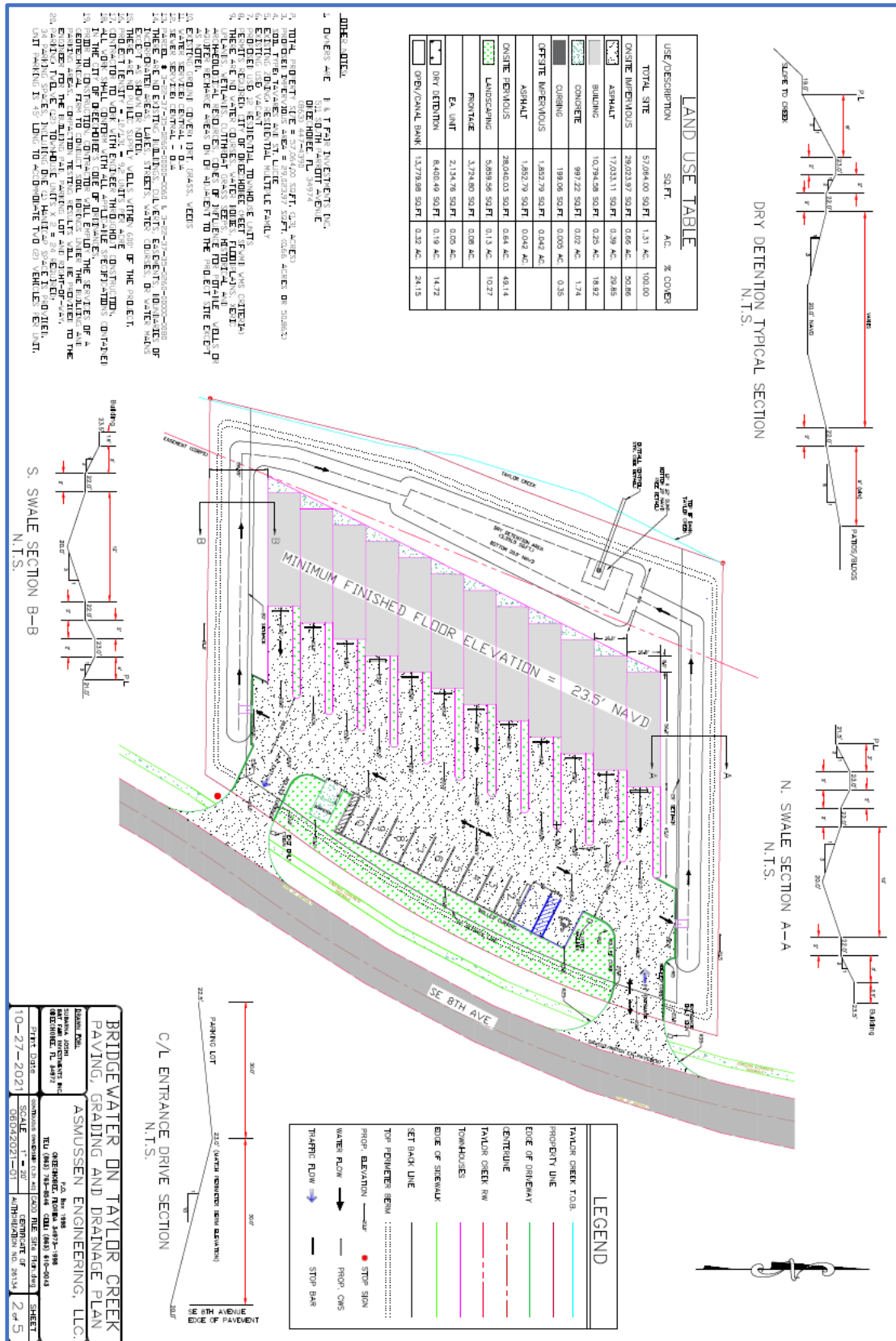


Exhibit D: Approved Paving, Grading and Drainage Plan



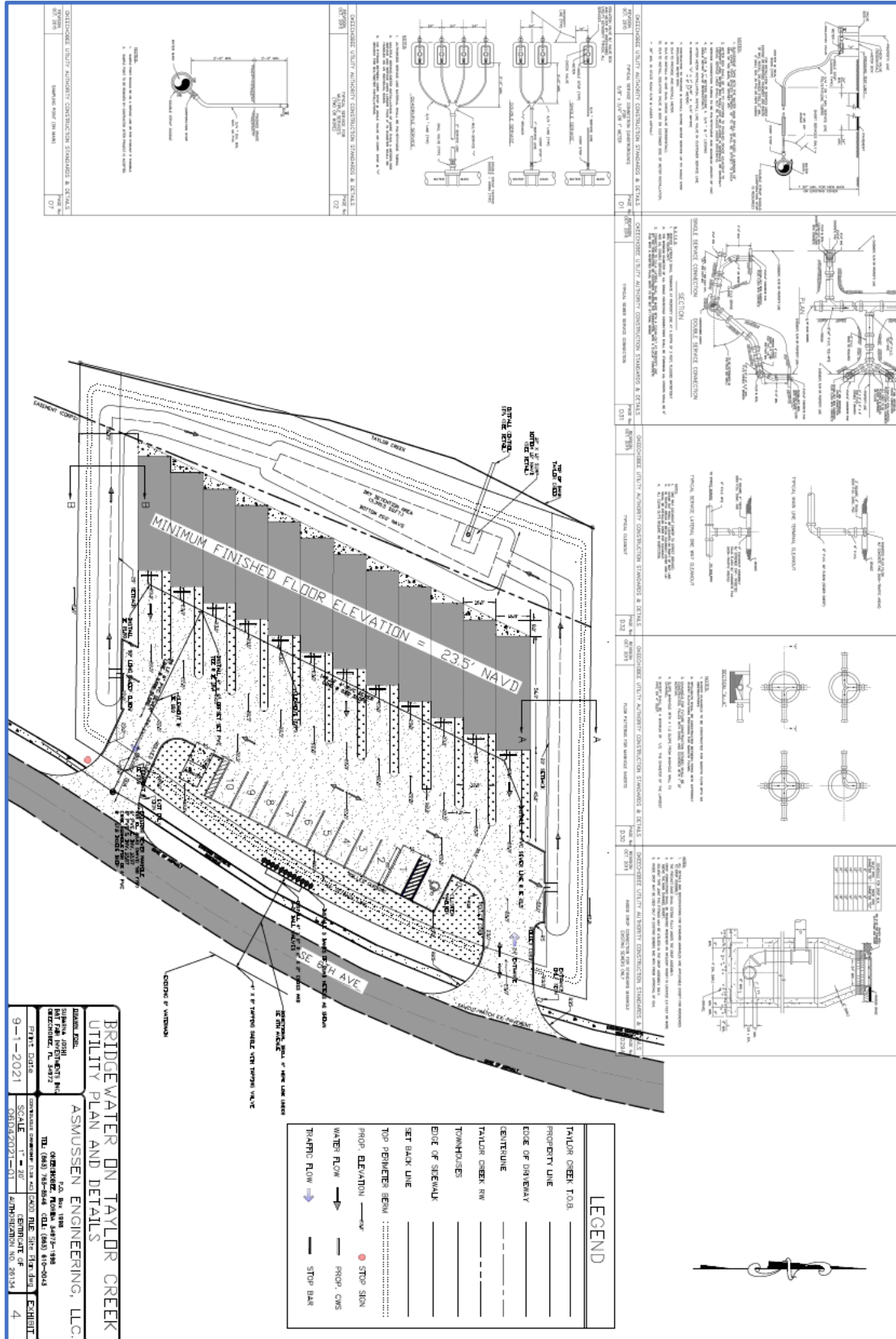



Exhibit F: Approved Utility Plan and Details

MAY 22 2023

CITY OF OKEECHOBEE

Application for Preliminary Plat Review

Page 1 of 3


	City of Okeechobee General Services Department 55 S.E. 3rd Avenue, Room 101 Okeechobee, Florida 34974 Phone: (863) 763-3372, ext. 9820 Fax: (863) 763-1686 E-mail: pburnette@cityofokeechobee.com	Date Received 5-22-2023
		Application No. 23 009-TRC
		Fee Paid: 5/25/23 - \$ 1000.-
		Receipt No. 59341
		Hearing Date: 7-20-23 TRC
APPLICANT INFORMATION		
1	Name of property owner(s): B & T Fair Investments Inc	
2	Owner mailing address: 511 S Parrot Ave Okeechobee, FL 34974	
3	Name of applicant(s) if other than owner: John J. Rice, P.S.M.	
4	Applicant mailing address: 200 SW 3rd Avenue, Okeechobee, FL 34972	
5	Name of contact person (state relationship): John J. Rice, P.S.M. (Land Surveyor)	
6	Contact person daytime phone(s) and email address: 863-801-6200 (mobile) jr.twps@yahoo.com	
7	Engineer: Name, address and phone number: Asmusen Engineering, LLC, P.O. Box 1998, Okeechobee, FL 34973, 863-763-8546 lasmusse@embarqmail.com	
8	Surveyor: Name, address and phone number: Tradewinds Surveying Group, LLC, 200 SW 3rd Avenue, Okeechobee, FL 34972, 863-763-2887	
PROPERTY and PROJECT INFORMATION		
9	Property address/directions to property: 116 SE 8th Ave Okeechobee FL 34974 From State Road 70 go south on 8th Avenue 465 feet to site on left	
10	Parcel Identification Number 3-22-37-35-0260-00000-0060	
11	Current Future Land Use designation: Residential Multiple Family Multi-Family Residential	
12	Current Zoning district: Residential Multiple Family <input checked="" type="checkbox"/>	
13	Describe the project including all proposed uses, type of construction and conceptual building layout, how the business or use is expected to operate on the site, including but not limited to: number of employees expected; hours of operation; location, extent and type of any outdoor storage or sales, etc., and fire flow layout. Use additional page if necessary. Project consists of a 12 unit, 2 story townhouse building with appurtenant driveways, parking and access areas.	
14	Describe existing improvements on property (for example, the number and type of buildings, dwelling units, occupied or vacant, etc.). Use additional page if necessary. pre development use was vacant	
15	Total land area in square feet (if less than two acres): 60,478 or acres: 1.4	
16	Is proposed use different from existing or prior use <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CITY OF OKEECHOBEE

Application for Preliminary Plat Review

Page 2 of 3

17	Number and description of phases: single phase
18	Source of potable water: Okeechobee Utility Authority
19	Method of sewage disposal: Okeechobee Utility Authority

ATTACHMENTS REQUIRED FOR ALL APPLICATIONS	
20	Applicant's statement of interest in property
✓ 21	One (1) copy of last recorded warranty deed
✓ 22	Notarized letter of consent from property owner (if applicant is different from property owner)
23	Three (3) CERTIFIED BOUNDARY and TOPOGRAPHIC surveys, (one to be no larger than 11 x 17; scale not less than one inch to 20 feet; North point) containing: <ul style="list-style-type: none"> a. Date of survey, surveyor's name, address and phone number b. Legal description of property pertaining to the application c. Computation of total acreage to nearest tenth of an acre d. Location sketch of subject property, and surrounding area within one-half mile radius
24	Two (2) sets of aerials of the site.
25	Eleven (11) copies of sealed site plan drawings (see attached checklist for details of items to be included)
26	Eleven (11) copies of drawing indicating facades for all buildings, including architectural elevations.
27	Eleven (11) copies of landscape plan, including a separate table indicating the number of trees and shrubs by type and showing both the official and common name of each type of tree and shrub.
28	Eleven (11) copies of photometric lighting plan (see Code of Ordinances & LDR's Section 78-71 (A) (5)).
29	Three (3) copies of sealed drainage calculations.
30	Attach a Traffic Impact Study prepared by a professional transportation planner or transportation engineer, if the rezoning or proposed use will generate 100 or more peak hour vehicle trip ends using the trip generation factors for the most similar use as contained in the Institute of Transportation Engineers most recent edition of <u>Trip Generation</u> . The TIA must identify the number of net new external trips, pass-bay calculations, internal capture calculations, a.m. and p.m. peak hour trips and level of service on all adjacent roadway links with and without the project.
31	USB flash drive of application
32	Nonrefundable application fee: \$1,000.00 plus \$30.00 per acre. NOTE: Resolution No. 98-11 Schedule of Land Development Regulation Fees and Charges - When the cost for advertising, publishing and mailing notices of public hearings exceeds the established fee, or when a professional consultant is hired to advise the City on the application, the applicant shall pay the actual costs.
NOTE: Submissions will be reviewed by the General Services Coordinator and City Planner for all necessary documentation. The Applicant will be notified at least 10 days prior to the TRC meeting whether or not additional information is required to proceed or if the review will be rescheduled to the next TRC meeting.	
Confirmation of Information Accuracy	
I hereby certify that the information in this application is correct. The information included in this application is for use by the City of Okeechobee in processing my request. False or misleading information may be punishable by a fine of up to \$500.00 and imprisonment of up to 30 days and may result in the summary denial of this application.	
 Signature	Digitally signed by John J Rice Date: 2023.05.19 19:07:57 -04'00' Printed Name
05/19/2023 Date	

For questions relating to this application packet, call the General Services Dept. at (863) 763-3372, Ext. 9820

Rev. 04/20

CITY OF OKEECHOBEE
Application for Preliminary Plat Review
City of Okeechobee
Checklist for Site Plan Review

Page 3 of 3

REQUIRED INFORMATION	
1	Completed application (1)
2	Map showing location of site (may be on the cover sheet of site plan)
3	Eleven (11) copies of sealed site plan drawings prepared at a scale no smaller than one inch equals 60 feet, or in the case of small projects, the largest scale that can accommodate the entire site and all areas within 50 feet of the project boundary, and the scale, legend, and author block all on one 24" by 36" sheet. The site plan drawings shall include the location of all existing and proposed improvements, including, but not limited to:
	3.1 Water courses, water bodies, floodplains, wetlands, important natural features and wildlife areas, soil types, protected trees and vegetation or environmentally sensitive areas
	3.2 Streets, sidewalks, property lines and rights-of-way
	3.3 Utility lines/facilities, fire hydrants, septic tanks and drainfields
	3.4 Bridges, culverts and stormwater management facilities
	3.5 Buildings and structures and their distances from boundaries of the property, streets, and other structures
	3.6 Setback lines and required yards
	3.7 Ingress and egress to the site and buildings
	3.8 Vehicular use areas including off-street parking and loading areas
	3.9 On-site recreation and open space
	3.10 Landscaping, screens, buffers, walls, and fences,
	3.11 Method of solid waste collection and locations of and access to dumpsters
	3.12 Lighting and signs
4	Drawing notes and tabulations showing the following information shall be included along with the plan:
	4.1 Name, address and phone number of the owner
	4.2 Name, address and phone number of any agent, architect, engineer and planner
	4.3 Compete legal description of the property
	4.4 Future land use designation, current zoning and existing land use of the property and all abutting properties
	4.5 Total acreage of the property (square footage if less than two acres)
	4.6 Total # of dwelling units, by bedroom size; square footage of nonresidential uses by type of use (and/or seating, etc. as necessary to indicate the intensity)
	4.7 Number of off-street parking spaces provided (including handicapped spaces) and loading spaces and the calculation of, and basis for, the number of such spaces required by the Land Development Regulations
	4.8 Impervious surface calculations showing: the square footage and as a% of the total site for existing impervious surfaces, additional proposed impervious surfaces and the resulting proposed total impervious surfaces

THIS INSTRUMENT PREPARED BY AND RETURN TO:

John E. Burdeshaw
Lake Okeechobee Title Inc.
425 SW Park Street
Okeechobee, FL 34974

Property Appraisers Parcel Identification (Folio) Number: 3-22-37-35-0260-1111-0060&0080

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 12th day of October, 2016 by Ashraf Shabaan Ahmed, A married Man , whose post office address is 980 SE 23rd Street, Okeechobee, FL 34974 herein called the grantor, to B & T Fair Investments, Inc., A Florida Corporation whose post office address is 1403 SE 8th Avenue, Okeechobee, FL 34974, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OKEECHOBEE County, State of Florida, viz.:

Lots 6, 7, 8, 9 and 10 TAYLOR CREEK MANOR, according to the plat thereof as recorded in Plat Book 3, page 4, public records of Okeechobee County, Florida. This is not the Homestead of the Grantor.

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.


TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness #1 Signature

JOHN E BURDESHAW
Witness #1 Printed Name


Witness #2 Signature

CAY BOYD
Witness #2 Printed Name

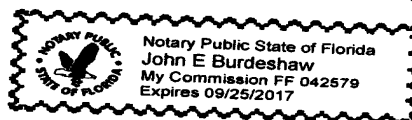

Ashraf Shabaan Ahmed

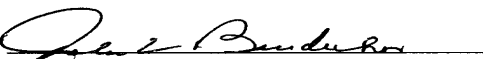
STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 12th day of October, 2016 by Ashraf Shabaan Ahmed who is personally known to me or has produced Drivers Lic. as identification.

SEAL

My Commission Expires:

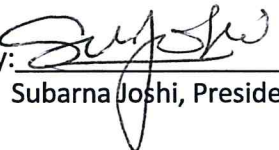



Notary Public
Printed Notary Name

Letter of Authorization

I, Subarna Joshi, President of B & T Fair Investments, Inc, a Florida Corporation, owner of the property currently under development as "Bridgewater on Taylor Creek", do hereby authorize John J. Rice, P.S.M. for Tradewinds Surveying Group, LLC, to apply to the City of Okeechobee for preliminary and final plat approval for the above referenced project.

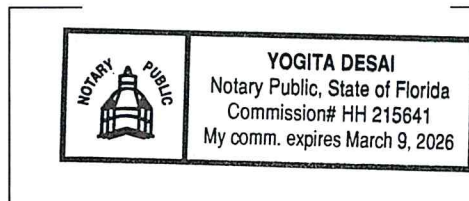
B & T Fair Investments, Inc,
a Florida Corporation

By: 
Subarna Joshi, President

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of May, 2023, by Subarna Joshi, as President for B & T Fair Investments, Inc, a Florida Corporation, on behalf of the corporation, who is ☐ personally known to me or has produced PLDL (type of identification) as identification.

My Commission Expires
3/9/2026




Signature

Yogita Desai
Printed Name -
Notary Public



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

B & T FAIR INVESTMENTS, INC.

Filing Information

Document Number P16000081316
FEI/EIN Number 81-4099285
Date Filed 10/04/2016
Effective Date 10/06/2016
State FL

Status **ACTIVE**

Last Event AMENDMENT
Event Date Filed 02/22/2022
Event Effective Date NONE

Principal Address

511 South Parrott Ave.
OKEECHOBEE, FL 34974

Changed: 04/11/2018

Mailing Address

511 South Parrott Ave.
OKEECHOBEE, FL 34974

Changed: 04/11/2018

Registered Agent Name & Address

joshi, subarna
511 South Parrott Ave.
OKEECHOBEE, FL 34974

Name Changed: 04/11/2018

Address Changed: 04/11/2018

Officer/Director Detail

Name & Address

Title President

Joshi, Subarna
511 South Parrott Ave.
OKEECHOBEE, FL 34974

Title VP

CHACKO, THOMAS
1104 S E 12TH DRIVE
OKEECHOBEE, FL 34974 UN

Title P

JOSHI, SUBARNA
1208 SE 12TH DR
OKEECHOBEE, FL 34974

Annual Reports

Report Year	Filed Date
2021	02/16/2021
2022	03/09/2022
2023	03/11/2023

Document Images

03/11/2023 -- ANNUAL REPORT	View image in PDF format
03/09/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- Amendment	View image in PDF format
02/16/2021 -- ANNUAL REPORT	View image in PDF format
05/18/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
05/05/2017 -- ANNUAL REPORT	View image in PDF format
10/04/2016 -- Domestic Profit	View image in PDF format

John J. Rice, P.S.M.

Tradewinds Surveying Group, LLC
200 SW 3rd Avenue
Okeechobee, Florida 34974

5/19/2023

9:28:24 PM

Parcel Area Summary Analysis

Project: Bridgewater on Taylor Creek

Parcel	Area (square feet)
BOUNDARY	60,478.13816015
LOT A	3,064.32861004
LOT B	1,989.70994879
LOT C	1,989.70994874
LOT D	1,989.70994881
LOT E	1,989.70994877
LOT F	1,989.70994876
LOT G	1,989.70994883
LOT H	1,989.70994878
LOT I	2,021.29080033
LOT J	1,998.39878705
LOT K	1,953.15997989
LOT L	2,792.09016391
TRACT A (ACCESS)	9,560.88979915
TRACT OS-1 (OPEN SPACE)	3,546.03727689
TRACT OS-2 (OPEN SPACE)	21,613.97310153
Boundary Area	60,478.13816015
Total Parcel Area	60,478.13816027
Difference	0.00000012

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments**Bill # R 3112200 2022****R 3-22-37-35-0260-00000-0060****REAL ESTATE Tax/Notice Receipt For OKEECHOBEE County****AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00800000	\$1,112.89
SCHOOL-RLE	.00322300	\$524.01
SCHOOL-DISC	.00224800	\$365.49
CITY-OKEECHOBEE	.00689870	\$959.69
SOUTH FL. WAT MGMNT	.00019740	\$27.46
SFWM - EVERGLADES	.00003270	\$4.55
CHILDRENS COUNCIL	.00030000	\$41.73
TOTAL AD-VALOREM:		\$3,035.82

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
TOTAL NON-AD VALOREM:	\$0.00

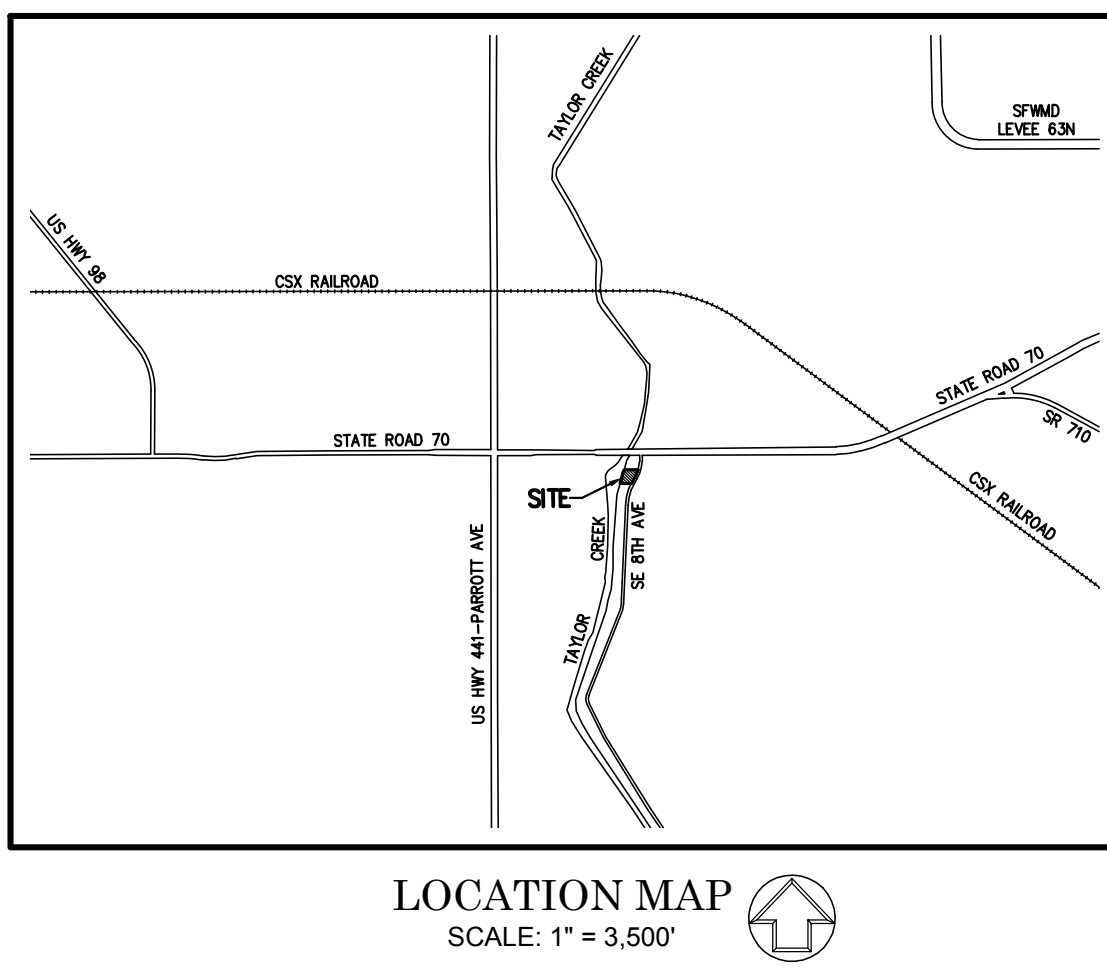
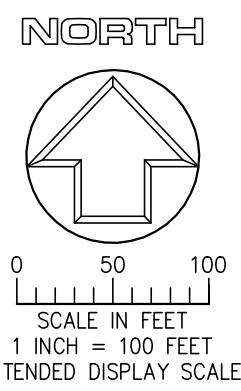
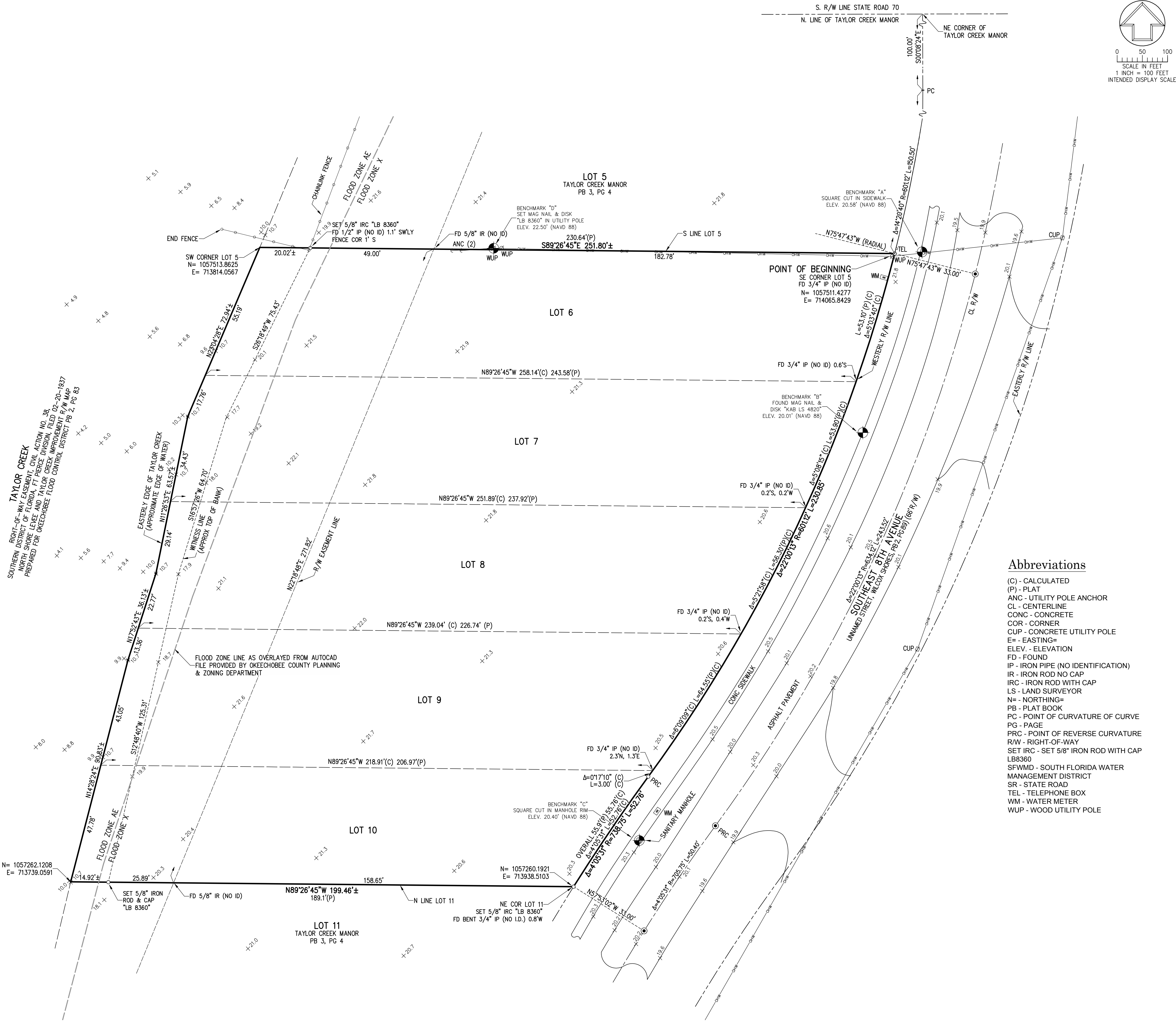
COMBINED TAXES & ASMTS: \$3,035.82**DISCOUNT: \$0.00****UNPAID BALANCE: \$0.00****Exemptions:****Property Address:
116 SE 8TH AVE OKEECHOBEE 34974****B & T FAIR INVESTMENTS INC
511 S PARROT AVE
OKEECHOBEE , FL 34974****1.366 ACRES
TAYLOR CREEK MANOR (PLAT BOOK
3 PAGE 4) LOTS 6, 7, 8, 9 &
10**

FAIR MKT VALUE	\$162,583.00	DIST	50
ASSESS	\$139,111.00	EXEMPT VALUE	\$0.00
TAXABLE VALUE	\$139,111.00		

**** PAID ******Last Payment: 11/28/2022** **Receipt Number: 1800285****Amount Collected: \$2,914.39** **Discount Amount: \$0.00****Tax Roll Property Summary**

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
32237350260000000060	R	2022	\$3,035.82	\$0.00	11/28/2022	\$2,914.39	\$0.00
32237350260000000060	R	2021	\$2,993.53	\$0.00	11/29/2021	\$2,873.79	\$0.00
32237350260000000060	R	2020	\$1,085.86	\$0.00	11/30/2020	\$1,042.43	\$0.00
32237350260000000060	R	2019	\$929.87	\$0.00	11/27/2019	\$892.68	\$0.00
32237350260000000060	R	2018	\$959.75	\$0.00	11/28/2018	\$921.36	\$0.00
32237350260000000060	R	2017	\$1,005.45	\$0.00	11/30/2017	\$965.23	\$0.00
32237350260000000060	R	2015	\$1,017.16	\$0.00	12/14/2015	\$976.47	\$0.00
32237350260000000060	R	2014	\$1,029.49	\$0.00	11/24/2014	\$988.31	\$0.00

TAYLOR CREEK
RIGHT-OF-WAY
SOUTHERN DISTRICT OF FLORIDA
NO. 38
NORTH SHORE LINE AND TAYLOR CREEK
PREPARED FOR OKEECHOBEE FLOOD CONTROL DISTRICT PB 2, PG 83



Project Data
ADDRESS: 116 SE 8TH AVENUE, OKEECHOBEE, FL 34974
PARCEL ID: 3-22-37-35-0260-00000-0060
TOTAL PARCEL AREA 60,478 S.F. (1.4 ACRES)

FEMA FLOOD INSURANCE RATE MAP INFORMATION:
ZONE(S): X & AE (ELEVATION 16)
MAP NO: 12093C0480C, EFFECTIVE/ REVISED DATE: 07/16/15

LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY: JULY 23, 2021

Project Notes
1. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
2. BEARINGS SHOWN HEREON ARE GRID BEARINGS, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA EAST ZONE 0901 AND BASED ON GLOBAL POSITIONING SYSTEM (GPS), REAL TIME KINEMATIC OBSERVATIONS UTILIZING THE TRIMBLE VRS NOW NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS WITH REDUNDANT MEASUREMENTS TO VERIFY ACCURACY.
3. THIS SURVEY IS NOT INTENDED TO DEPICT JURISDICTIONAL AREAS OR OTHER AREAS OF LOCAL CONCERN.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE INFORMATION REPORT PREPARED BY WFG NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 2289423FL-A.
5. THE SURVEY DEPICTED HEREON IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
7. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SIGNING SURVEYOR IN CONJUNCTION WITH THE PREPARATION OF A PLAT FOR THE SUBJECT PROPERTY.

Abbreviations
(C) - CALCULATED
(P) - PLAT
ANC - UTILITY POLE ANCHOR
CL - CENTERLINE
CONC - CONCRETE
COR - CORNER
CUP - CONCRETE UTILITY POLE
E+ - EASTING+
ELEV - ELEVATION
FD - FOUND
IP - IRON PIPE (NO IDENTIFICATION)
IR - IRON ROD NO CAP
IRC - IRON ROD WITH CAP
LS - LAND SURVEYOR
N= - NORTHING=
PB - PLAT BOOK
PC - POINT OF CURVATURE OF CURVE
PG - PAGE
PRC - POINT OF REVERSE CURVATURE
R/W - RIGHT-OF-WAY
SET IRC - SET 5/8" IRON ROD WITH CAP
LB8360 - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SR - STATE ROAD
TEL - TELEPHONE BOX
WM - WATER METER
WUP - WOOD UTILITY POLE

Legal Description
A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES:
(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;
(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;
THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;
THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES:
(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;
(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;
(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;
(4) THENCE N23°04'28"E, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;
THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 1.39 ACRES, MORE OR LESS.

PREPARED FOR THE EXCLUSIVE USE OF:
B & T FARM INVESTMENTS, INC.

DESCRIPTION	BOUNDARY & TOPO SURVEY REVISE AND REDRAW	FB PG	372682-70 N/A	BY	WC JJR	CK	JJR
DWG DATE	08/30/21 05/14/23						

STANDARD NOTES:
1. PUBLIC RECORDS FOR DETERMINATION OF OWNERSHIP OR RESTRICTIONS AFFECTING THE LAND SHOWN HEREON WERE REVIEWED BY THE SURVEYOR.
2. THE SURVEY DEPICTED HEREON IS PREPARED EXCLUSIVELY FOR THOSE PARTIES NOTED HEREON. THE SURVEYOR'S LIABILITY IS ASSURED BY THE SURVEYOR FOR USE BY OTHERS NOT SPECIFICALLY NAMED.
3. NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS EXCEPT AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS (IF ANY) AS PART OF THIS SURVEY.
5. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH AND CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE.

BOUNDARY AND TOPOGRAPHIC SURVEY
BRIDGEWATER ON TAYLOR CREEK
A TOWNHOUSE DEVELOPMENT

John J. Rice, P.S.M.
700 Southwest 3rd Avenue, Okeechobee, FL 34974
Florida License Number LS 4506
Licensed Business Number LB 8360

TRADEWINDS SURVEYING GROUP, LLC

SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST
CITY OF OKEECHOBEE
OKEECHOBEE COUNTY, FLORIDA

21-364

1 OF 1

JOB NO.

SHEET

BRIDGEWATER ON TAYLOR CREEK

A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.

PLAT BOOK _____, PAGE _____
SHEET 1 OF 2

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2023_____

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES;

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(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES;

(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;

(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;

(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;

(4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;

THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.39 ACRES, MORE OR LESS.

CERTIFICATE OF TITLE

I, TERENCE P. MCCARTHY, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY AS FOLLOWS:

- RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION
- ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192, F.S., HAVE BEEN PAID.
- ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON.
- THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED THIS _____ DAY OF _____, 2023

BY: _____
TERENCE P. MCCARTHY, ATTORNEY AT LAW

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, OWNER OF THE LAND DESCRIBED AND SHOWN HEREON AS BRIDGEWATER ON TAYLOR CREEK, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1) ACCESS TRACT

TRACT A, AS SHOWN HEREON, IS HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR ACCESS AND PARKING PURPOSES FOR THE OWNERS OF LOTS IN THIS SUBDIVISION AND SHALL BE THE BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

2) DRY DETENTION AREAS

THE DRY DETENTION AREAS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

3) OPEN SPACE TRACTS

THE OPEN SPACE TRACTS OS-1 AND OS-2, AS SHOWN HEREON, ARE HEREBY DEDICATED TO BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF OKEECHOBEE.

IN WITNESS WHEREOF, B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION, HAS CAUSED THIS CERTIFICATE OF DEDICATION TO BE

EXECUTED THIS _____ DAY OF _____, 2023.

SIGNED IN THE PRESENCE OF

WITNESS 1 SIGNATURE

B & T FAIR INVESTMENTS, INC.,
A FLORIDA CORPORATION

WITNESS 1 PRINTED NAME

BY: _____
SUBARNA JOSHI, PRESIDENT

WITNESS 2 SIGNATURE

WITNESS 2 PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY SUBARNA JOSHI, AS PRESIDENT FOR B & T FAIR INVESTMENTS, INC., A FLORIDA CORPORATION WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

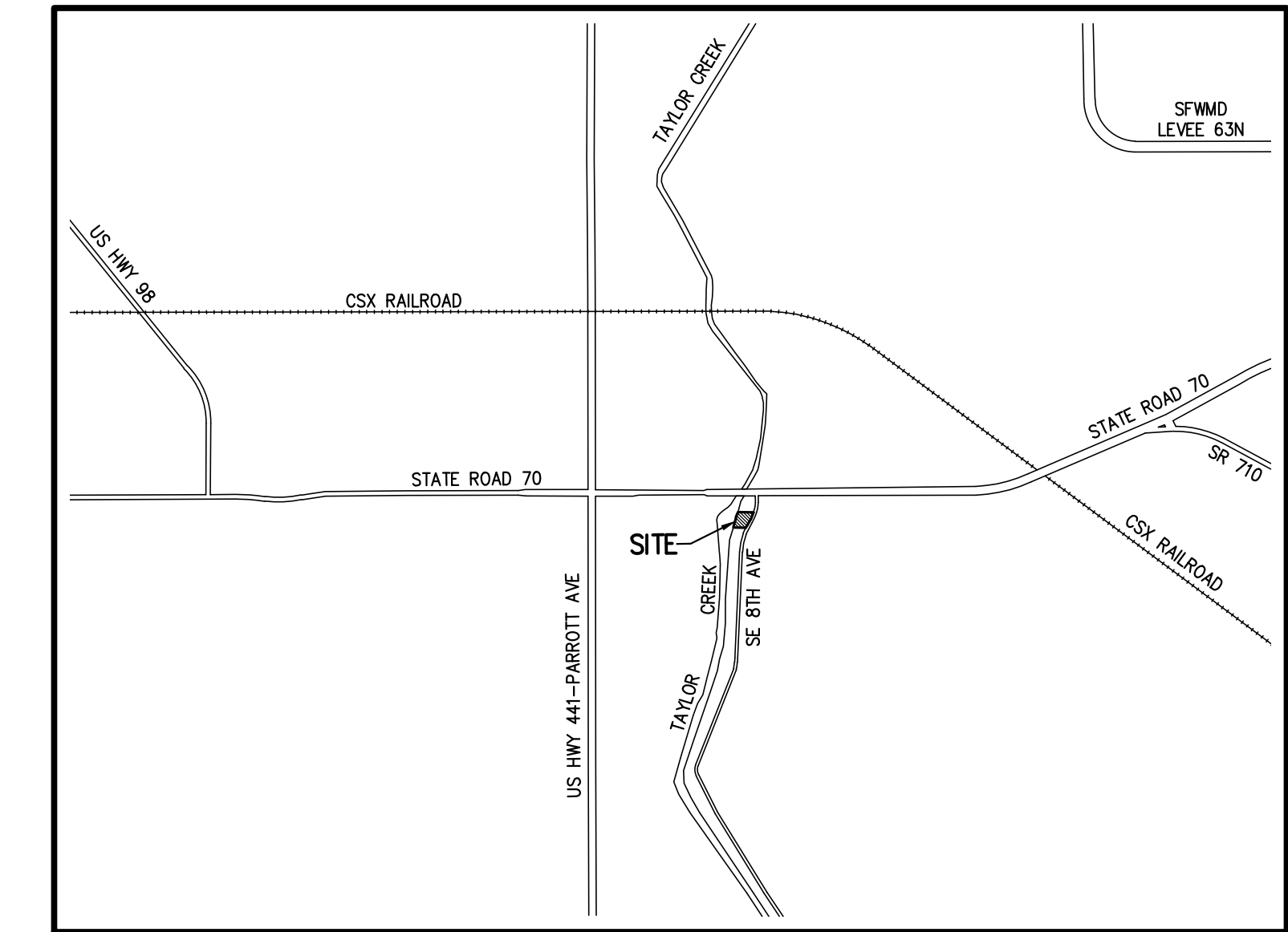
MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

SEAL

SEAL
B & T FAIR INVESTMENTS, INC.



LOCATION MAP

SCALE: 1" = 2500'



ACCEPTANCE OF DEDICATION

BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, HEREBY ACCEPTS THE DEDICATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON,

DATED THIS _____ DAY OF _____, 2023.

BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION

SUBARNA JOSHI, PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY SUBARNA JOSHI AS PRESIDENT FOR BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

SEAL

MORTGAGEE'S CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS FILE NUMBER 2022005264 OF THE PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

DATED THIS _____ DAY OF _____, 2023

WACHULA STATE BANK

SIGNATURE

PRINT NAME, TITLE

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HARDEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS _____ FOR WACHULA STATE BANK WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

SIGNATURE

(PRINTED NAME) – NOTARY PUBLIC

SEAL

CLERK'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

I, JERALD D. BRYANT, CLERK OF THE CIRCUIT COURT OF OKEECHOBEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA
THIS _____ DAY OF _____, 2023.

JERALD D. BRYANT,
CLERK OF THE CIRCUIT COURT
OKEECHOBEE COUNTY, FLORIDA

SEAL
CLERK OF THE
CIRCUIT COURT

APPROVAL BY CITY OF OKEECHOBEE

STATE OF FLORIDA
COUNTY OF OKEECHOBEE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF OKEECHOBEE, FLORIDA,
THIS _____ DAY OF _____, 2023.

ATTEST

DOWLING R. WATFORD, JR., MAYOR

LANE GAMIOTEA, CMC, CITY CLERK

SEAL
CITY OF
OKEECHOBEE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

JOHN J. FUMERO, CITY ATTORNEY

CERTIFICATE OF REVIEW

IN ACCORDANCE WITH CHAPTER 177.081 FLORIDA STATUTES, THIS PLAT WAS REVIEWED FOR CONFORMANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES. WHILE RANDOM CHECKS OF GEOMETRIC DATA SHOWN HEREON WERE PERFORMED, NO REPRESENTATION HAS BEEN MADE TO THE FULL VERIFICATION OF THE DATA SHOWN HEREON.

PROFESSIONAL SURVEYOR AND MAPPER:

SIGNATURE

DATE: _____

NAME

FLORIDA REGISTRATION NUMBER

SURVEYOR'S NOTES

1. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE 0901, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

2. BEARINGS SHOWN HEREON ARE GRID BEARINGS, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA EAST ZONE 0901 AND BASED ON GLOBAL POSITIONING SYSTEM (GPS), REAL TIME KINEMATIC OBSERVATIONS UTILIZING THE TRIMBLE "VRS NOW" NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS WITH REDUNDANT MEASUREMENTS TO VERIFY ACCURACY.

CERTIFICATE OF SURVEYOR AND MAPPER

I, JOHN J. RICE, HEREBY CERTIFY THAT THIS PLAT OF BRIDGEWATER ON TAYLOR CREEK, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AS REQUIRED BY LAW; AND, FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES.

DATE: _____

JOHN J. RICE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4506
TRADEWINDS SURVEYING GROUP, LLC
200 SW 3RD AVE, OKEECHOBEE FL 34974
LICENSED BUSINESS NUMBER LB8360

SEAL
REVIEWING SURVEYOR

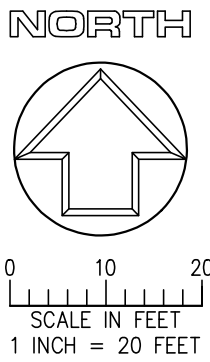
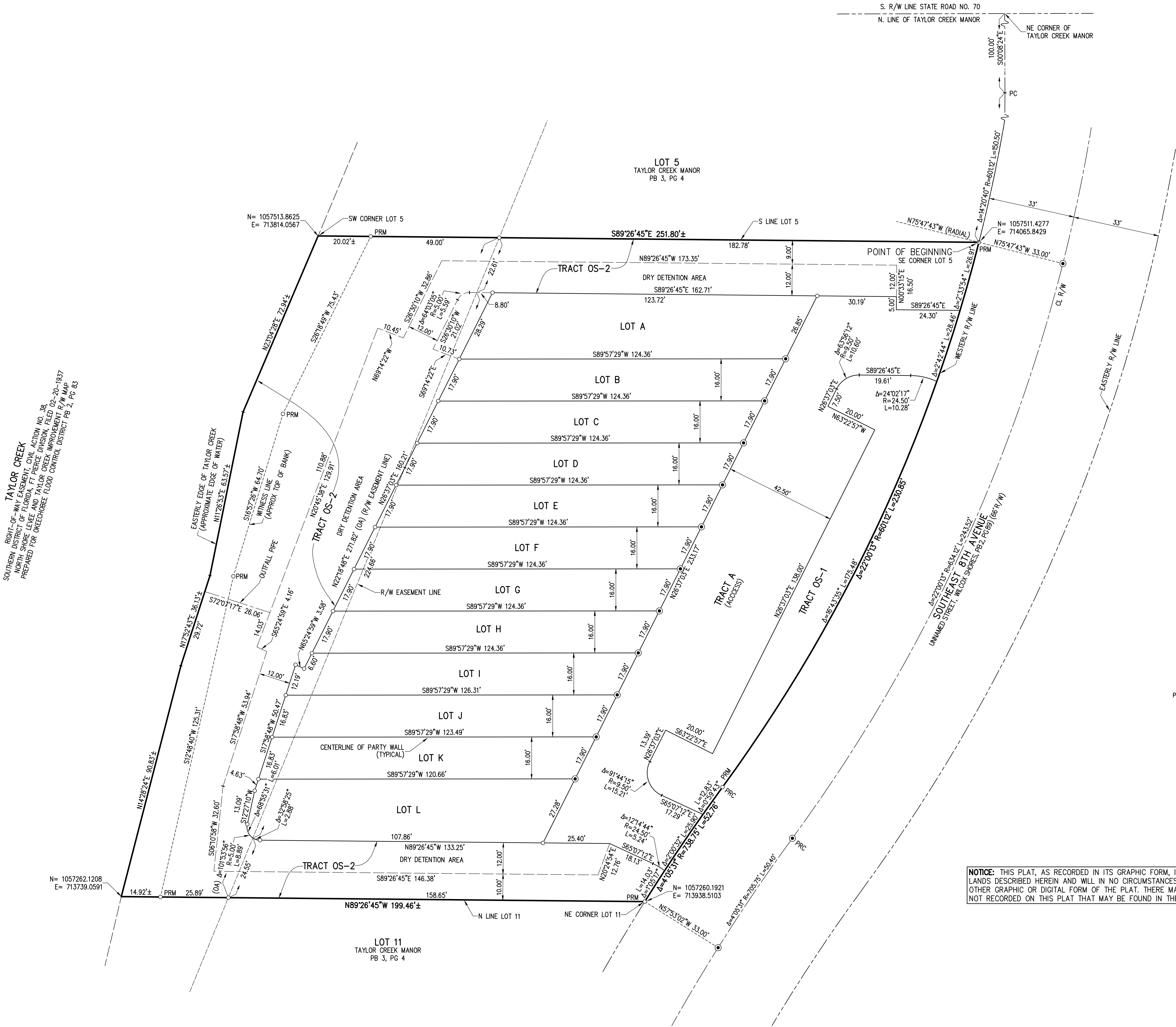
SEAL
JOHN J. RICE, P.S.M.

THIS INSTRUMENT WAS PREPARED BY: JOHN J. RICE, P.S.M.
IN THE OFFICE OF TRADEWINDS SURVEYING GROUP, LLC

TRADEWINDS SURVEYING GROUP, LLC
200 Southwest 3rd Avenue, Okeechobee, FL 34974
Tel: (863) 763-2887 Fax: (863) 763-4342
Licensed Business Number LB 8360

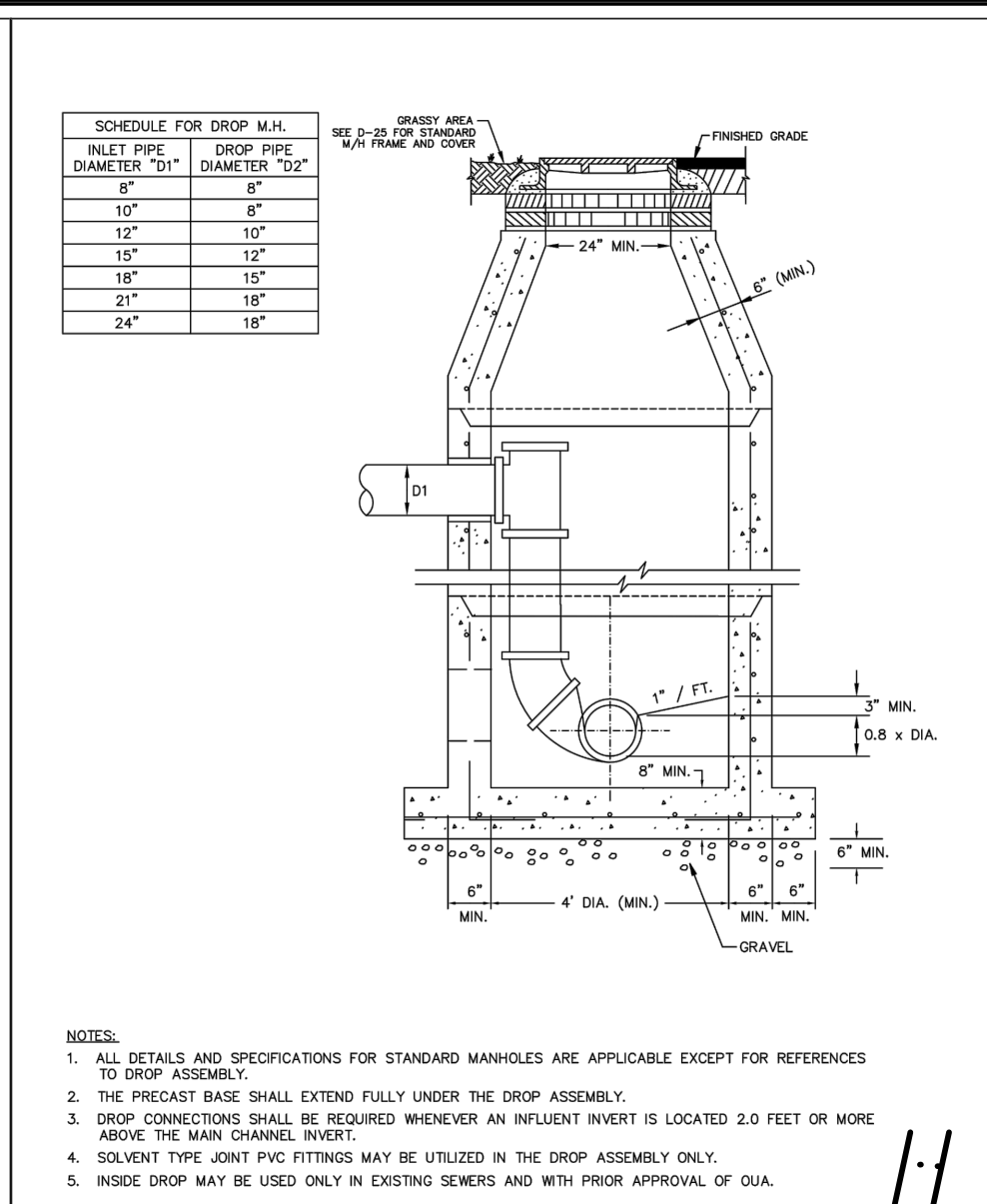
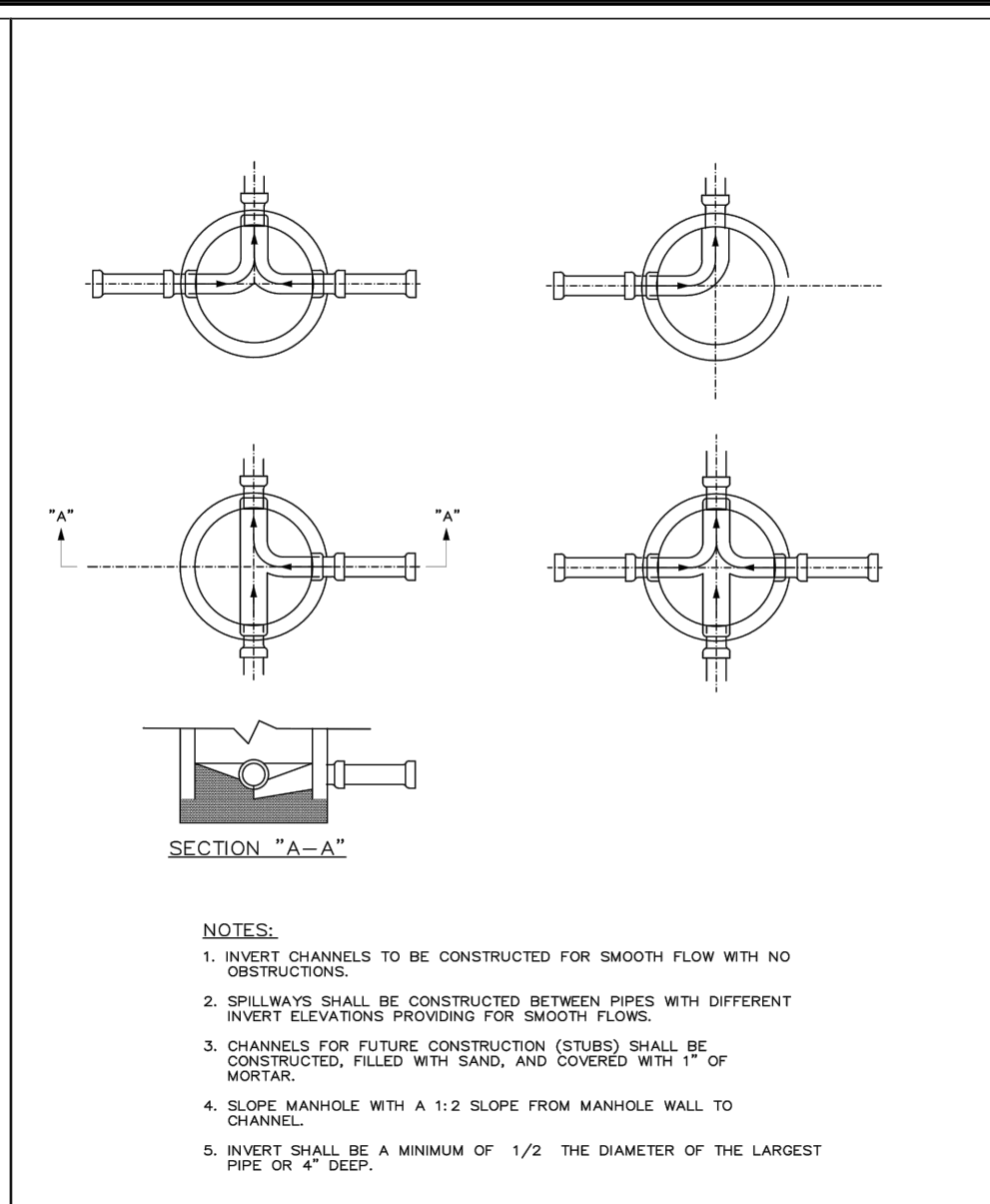
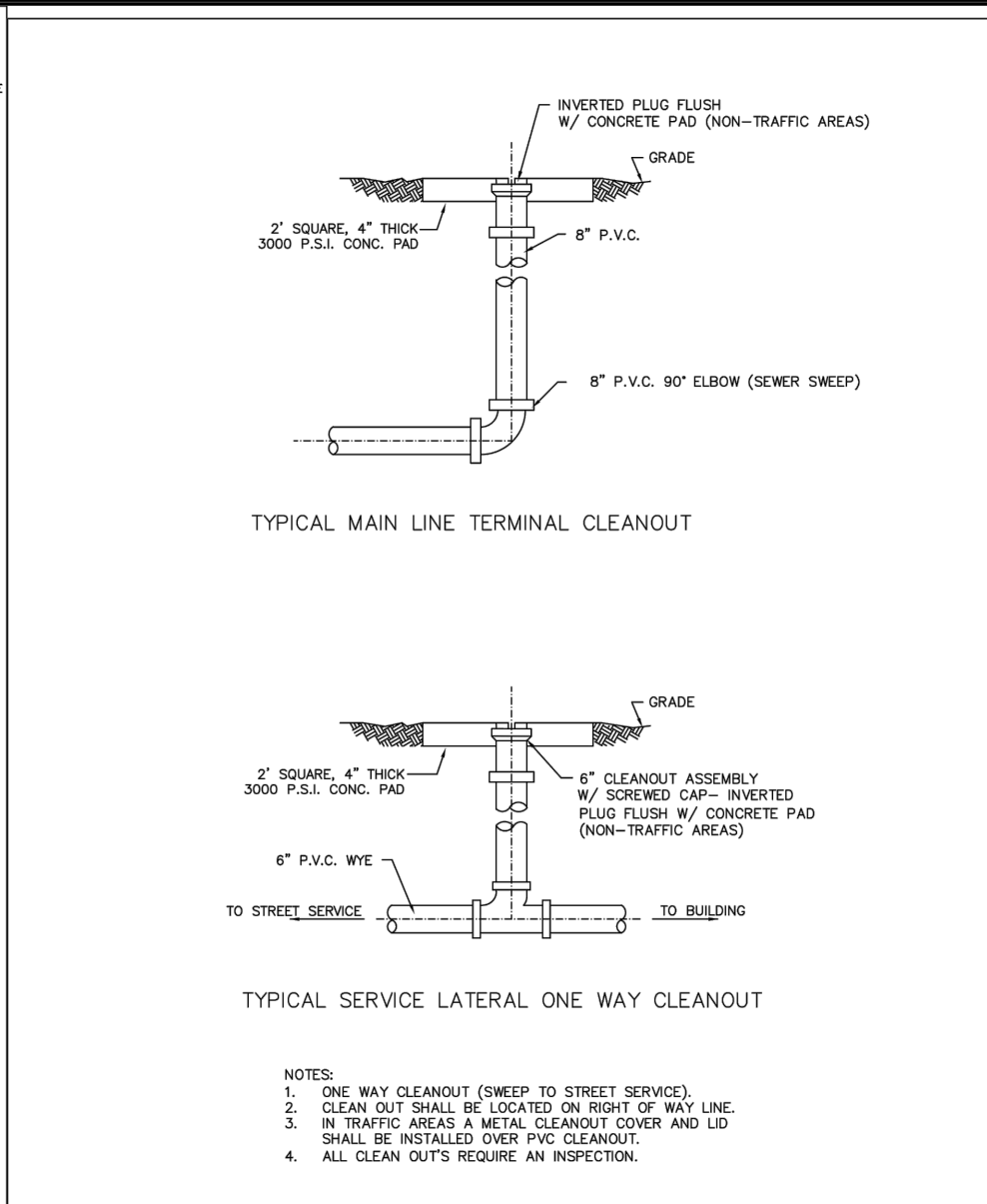
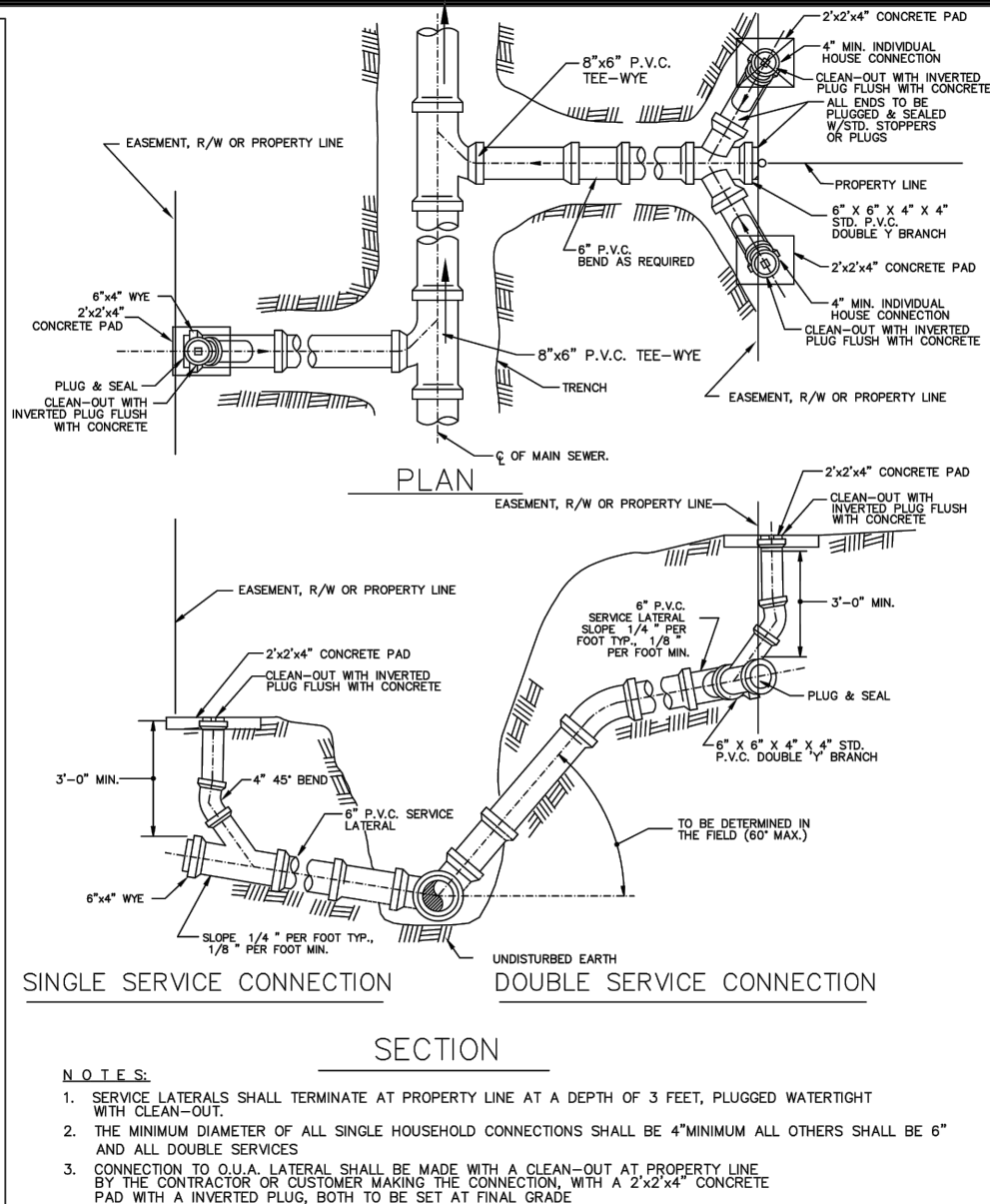
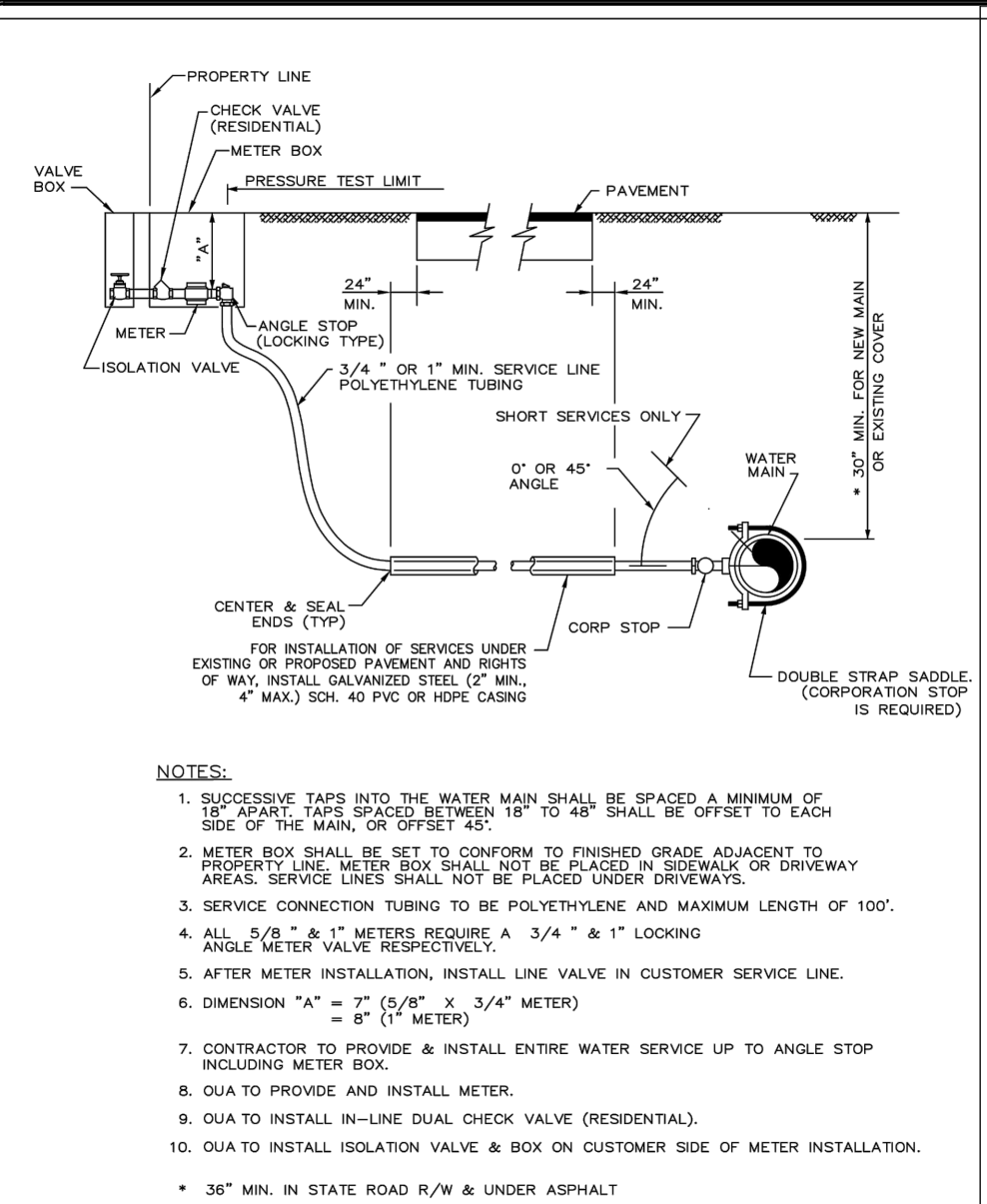
BRIDGEWATER ON TAYLOR CREEK

A SUBDIVISION IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, CITY OF OKEECHOBEE, OKEECHOBEE COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA.



- ABBREVIATIONS**
- (OA) - OVERALL
 - CL - CENTERLINE
 - E+ - EASTING+
 - N+ - NORTHING+
 - PB - PLAT BOOK
 - PC - POINT OF CURVATURE
 - PG - PAGE
 - PRC - POINT OF REVERSE CURVATURE
 - R/W - RIGHT-OF-WAY
 - SFWM - SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- LEGEND**
- SET 5/8" IRON ROD AND CAP STAMPED LB 8360
 - PRM○ SET 5/8" IRON ROD AND CAP STAMPED LB 8360 PRM
 - SET MAG NAIL WITH DISC STAMPED LB 8360

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



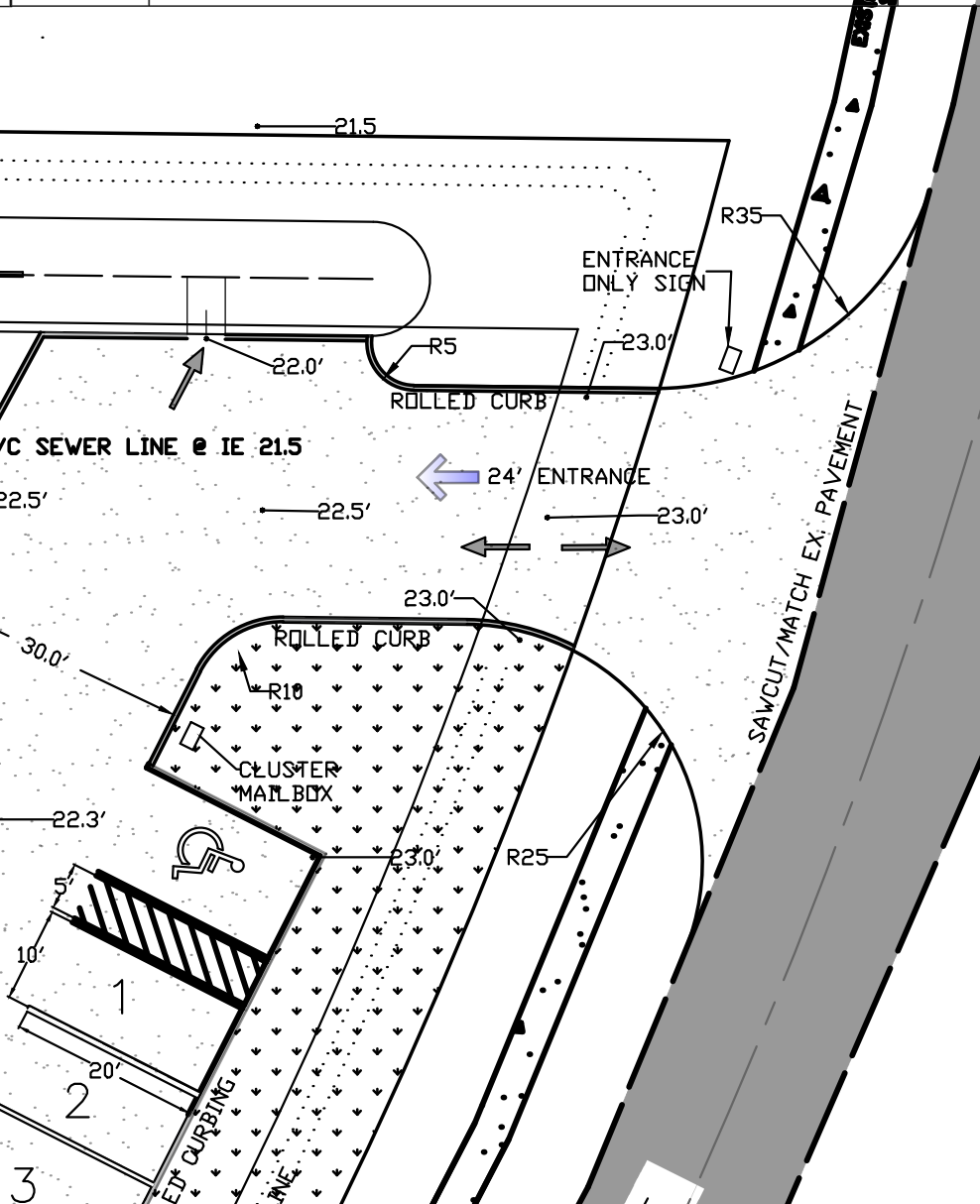
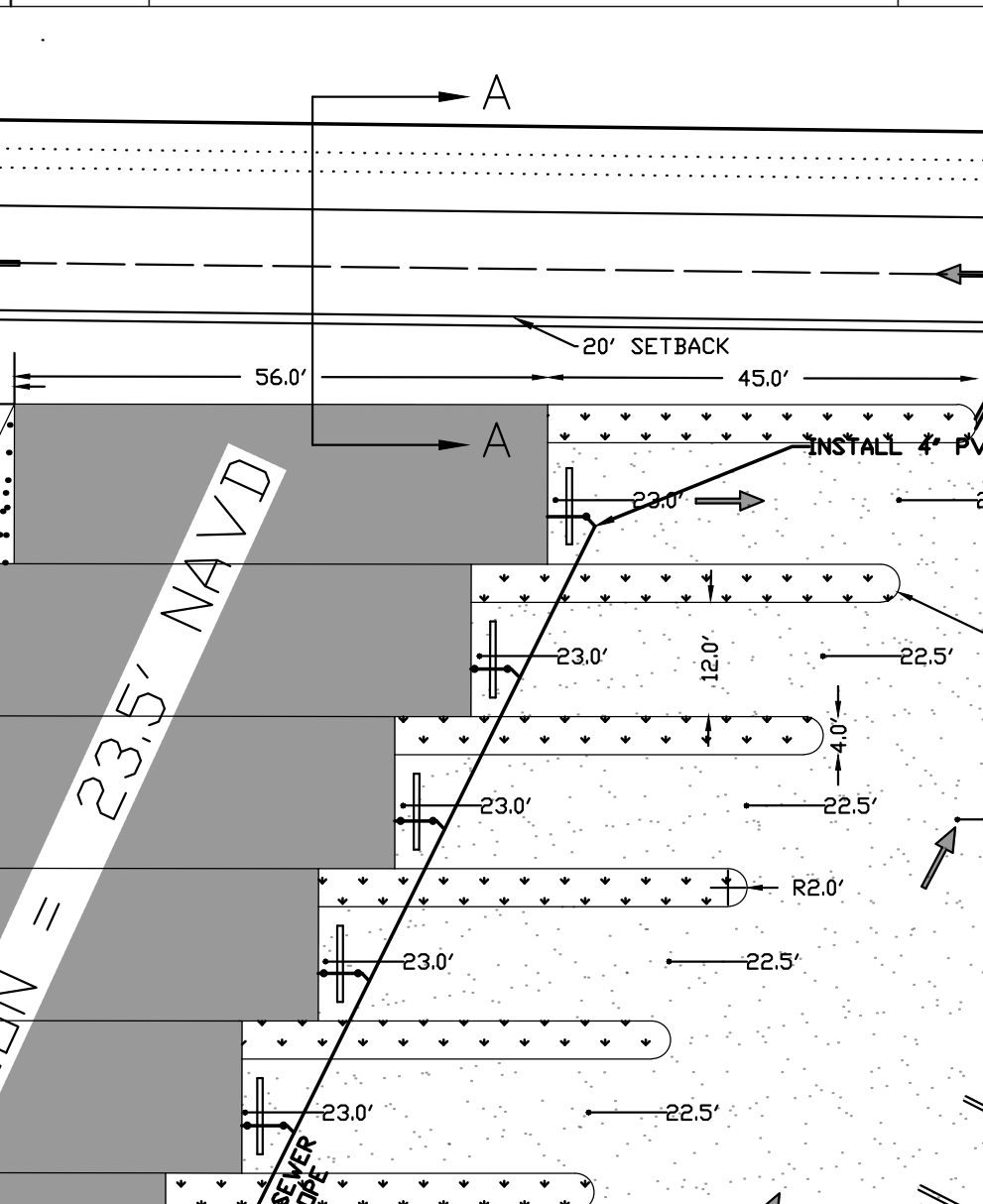
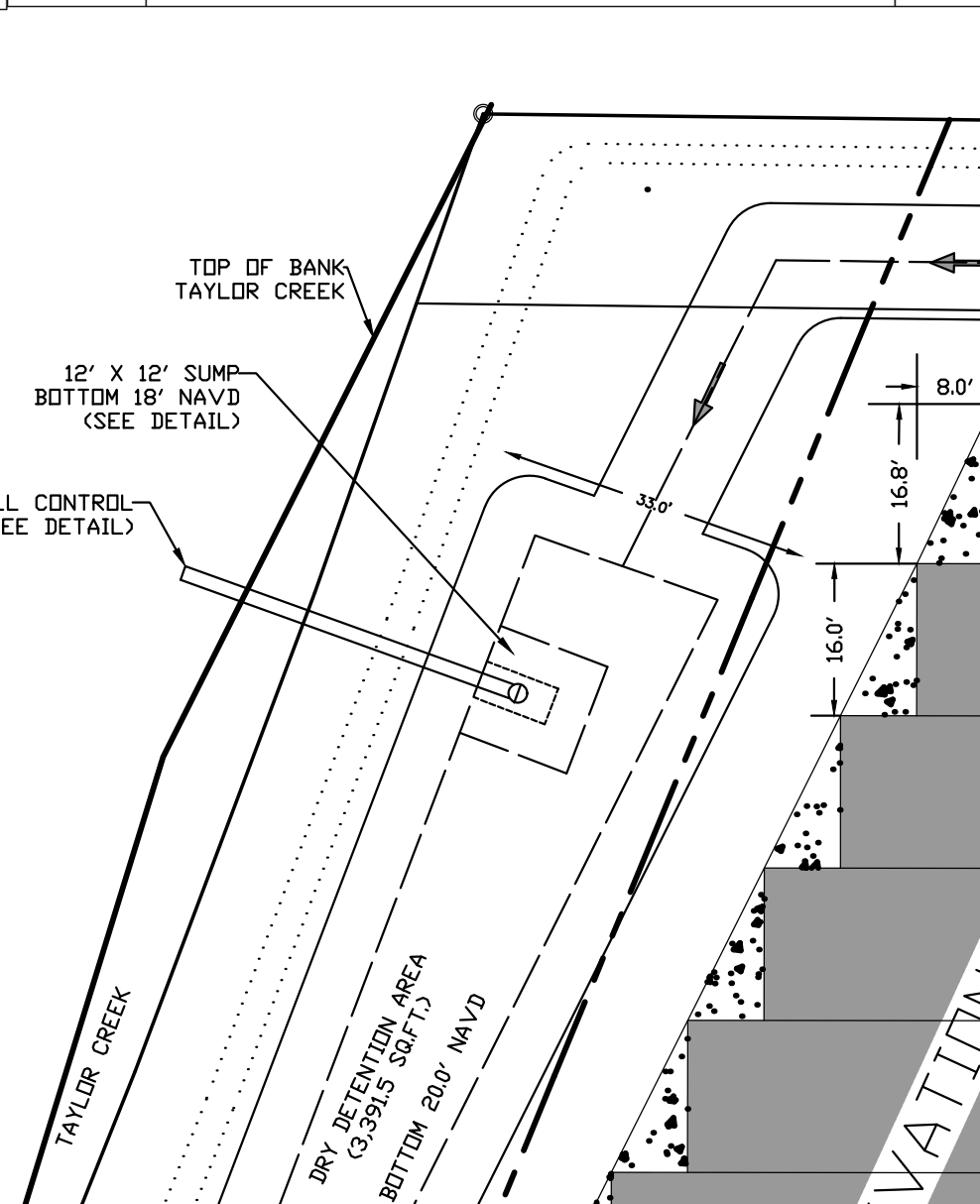
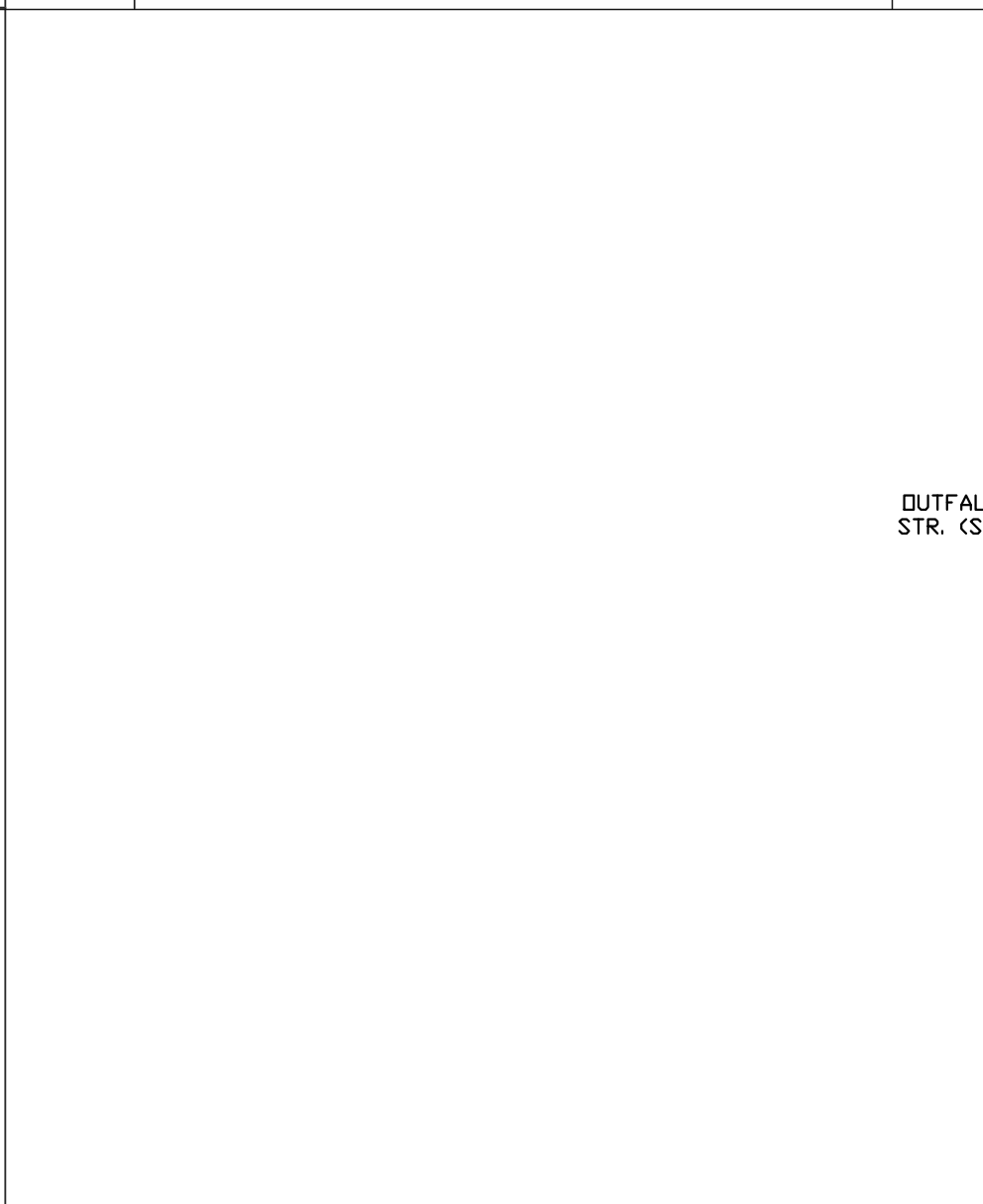
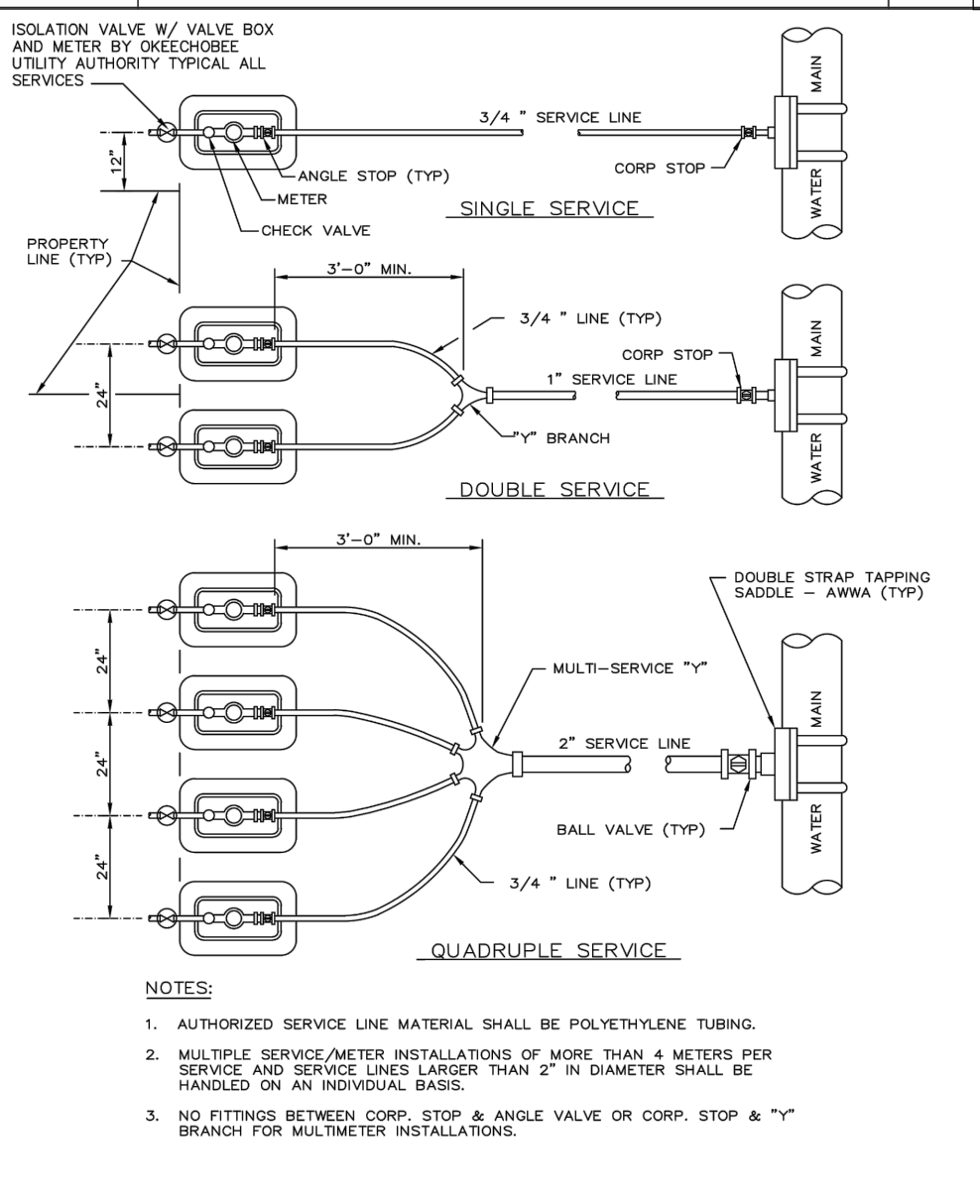
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SERVICE CONNECTION (UNDERGROUND) 5/8" x 3/4" or 1" METER	PAGE No D1

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SEWER SERVICE CONNECTION	PAGE No D31

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL CLEANOUT	PAGE No D32

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FLOW PATTERNS FOR MANHOLE INVERTS	PAGE No D30

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	INSIDE DROP CONNECTION FOR STANDARD MANHOLE EXISTING SEWERS ONLY	PAGE No D29A



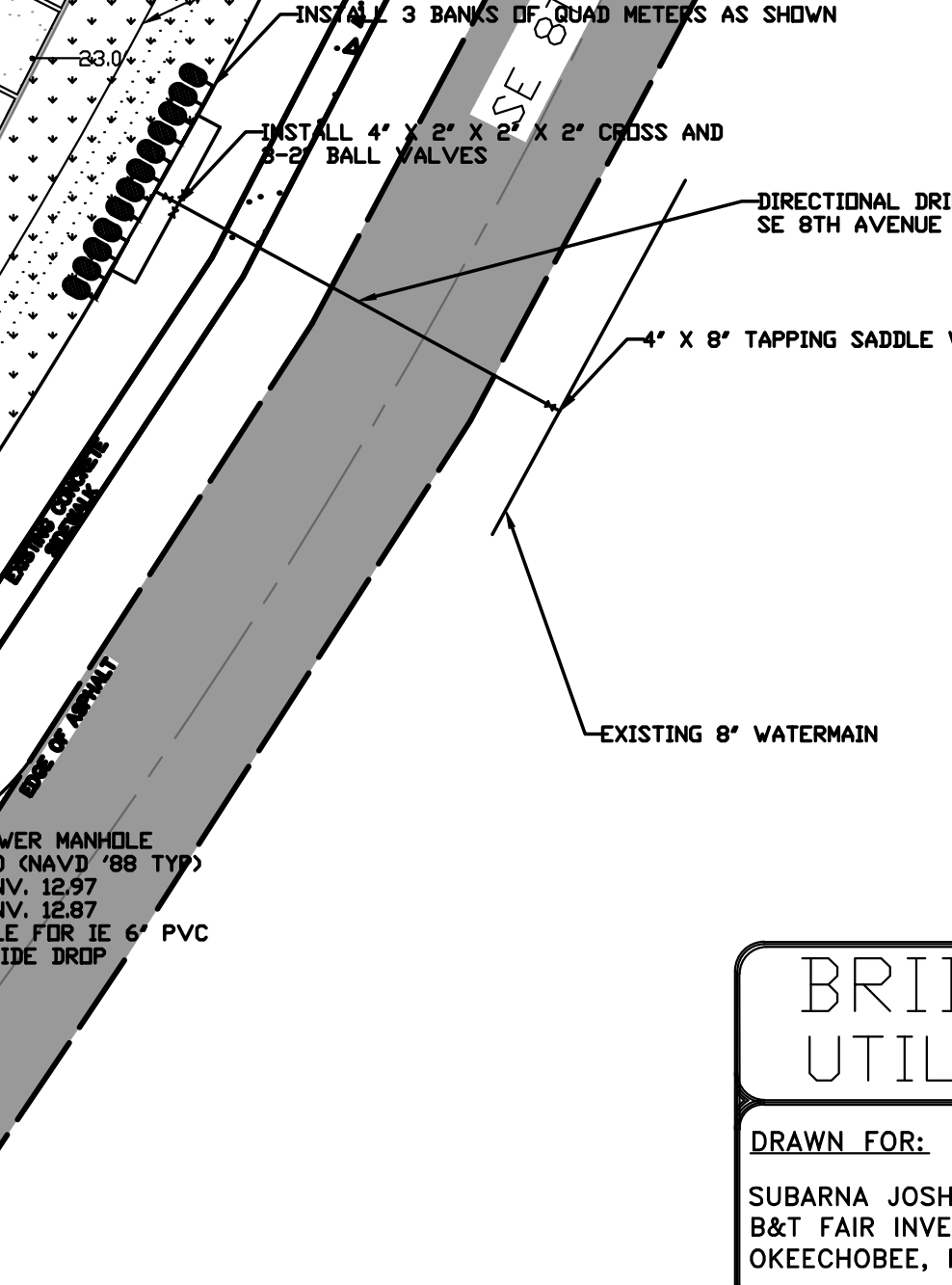
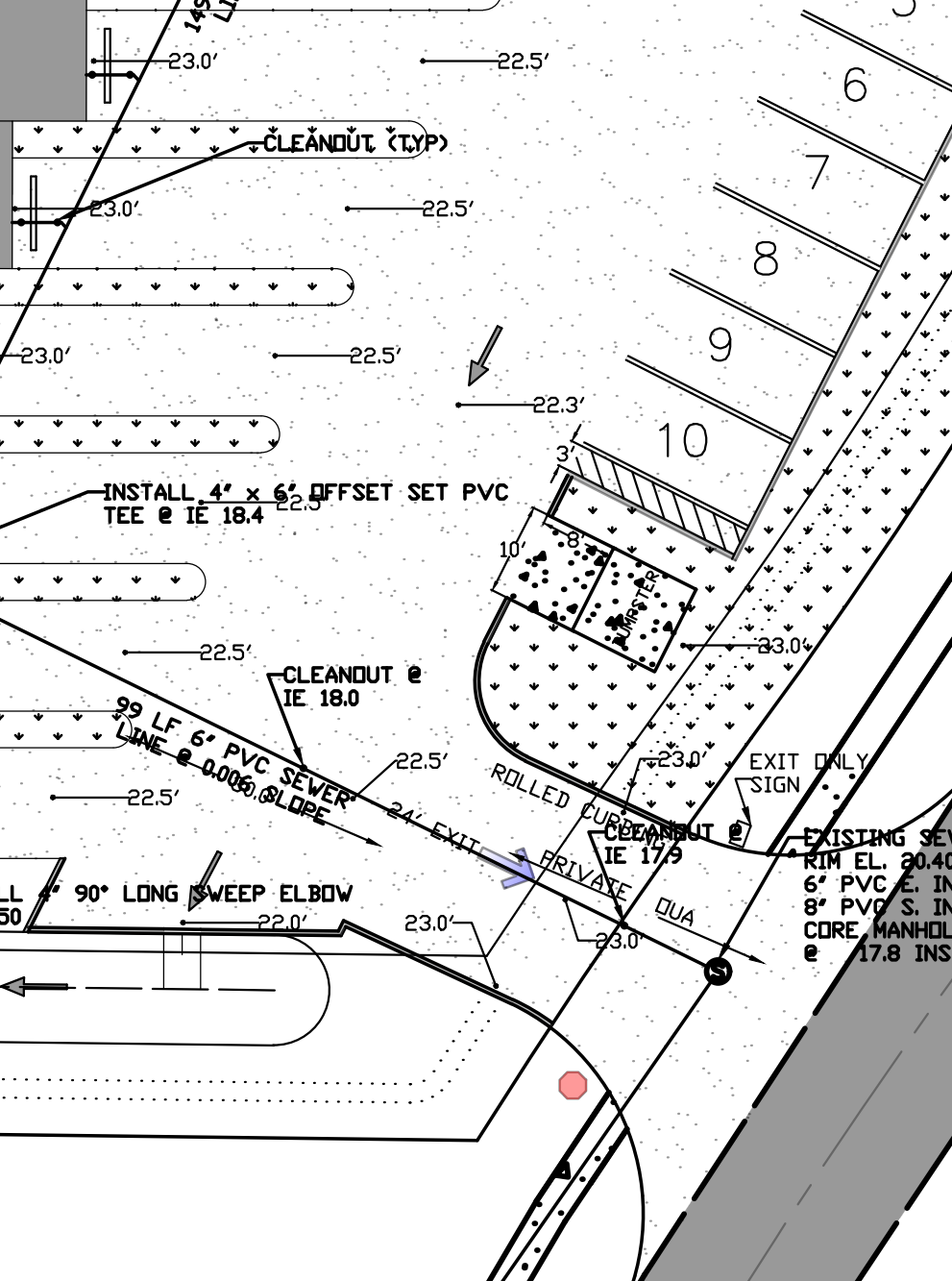
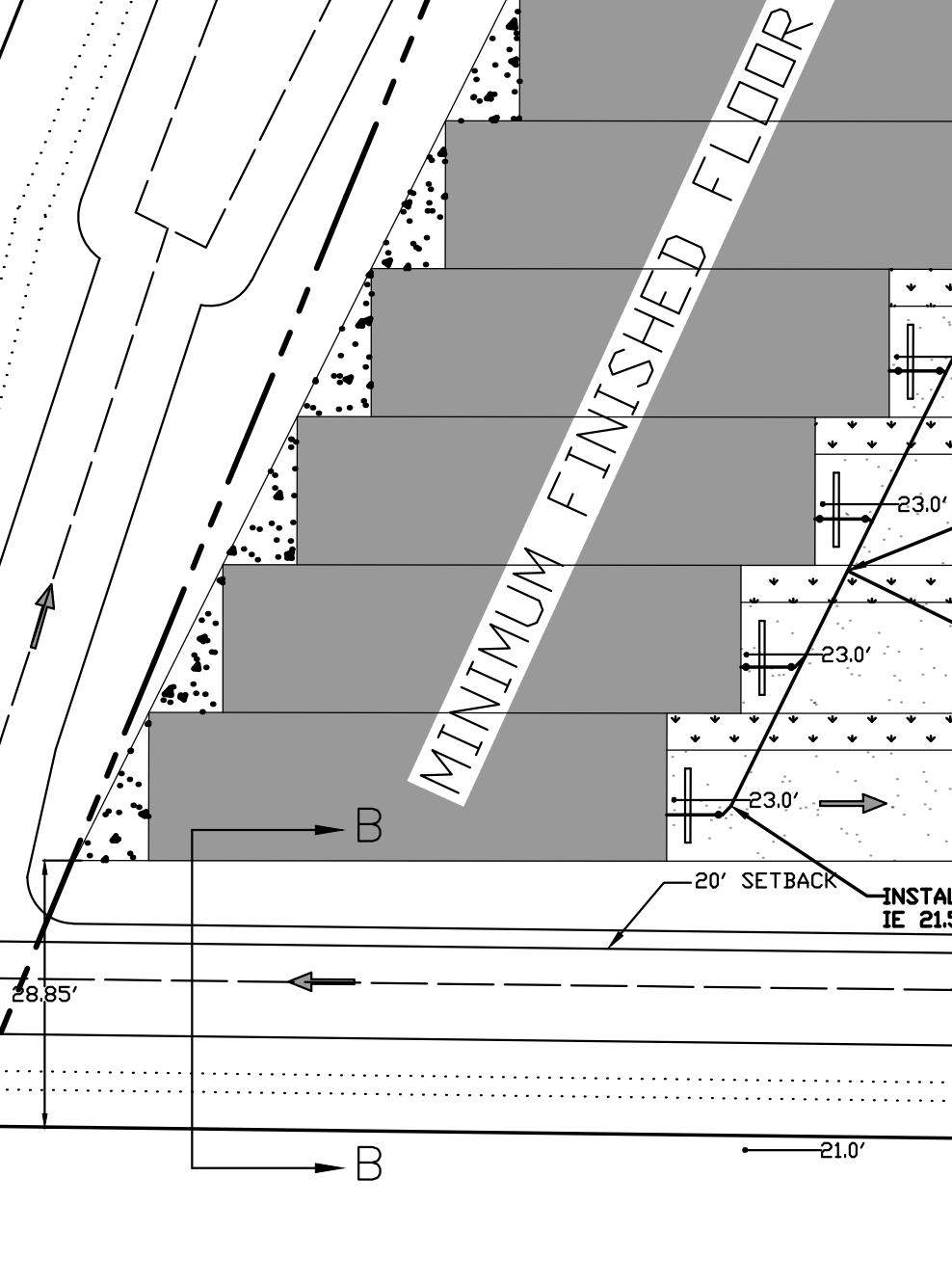
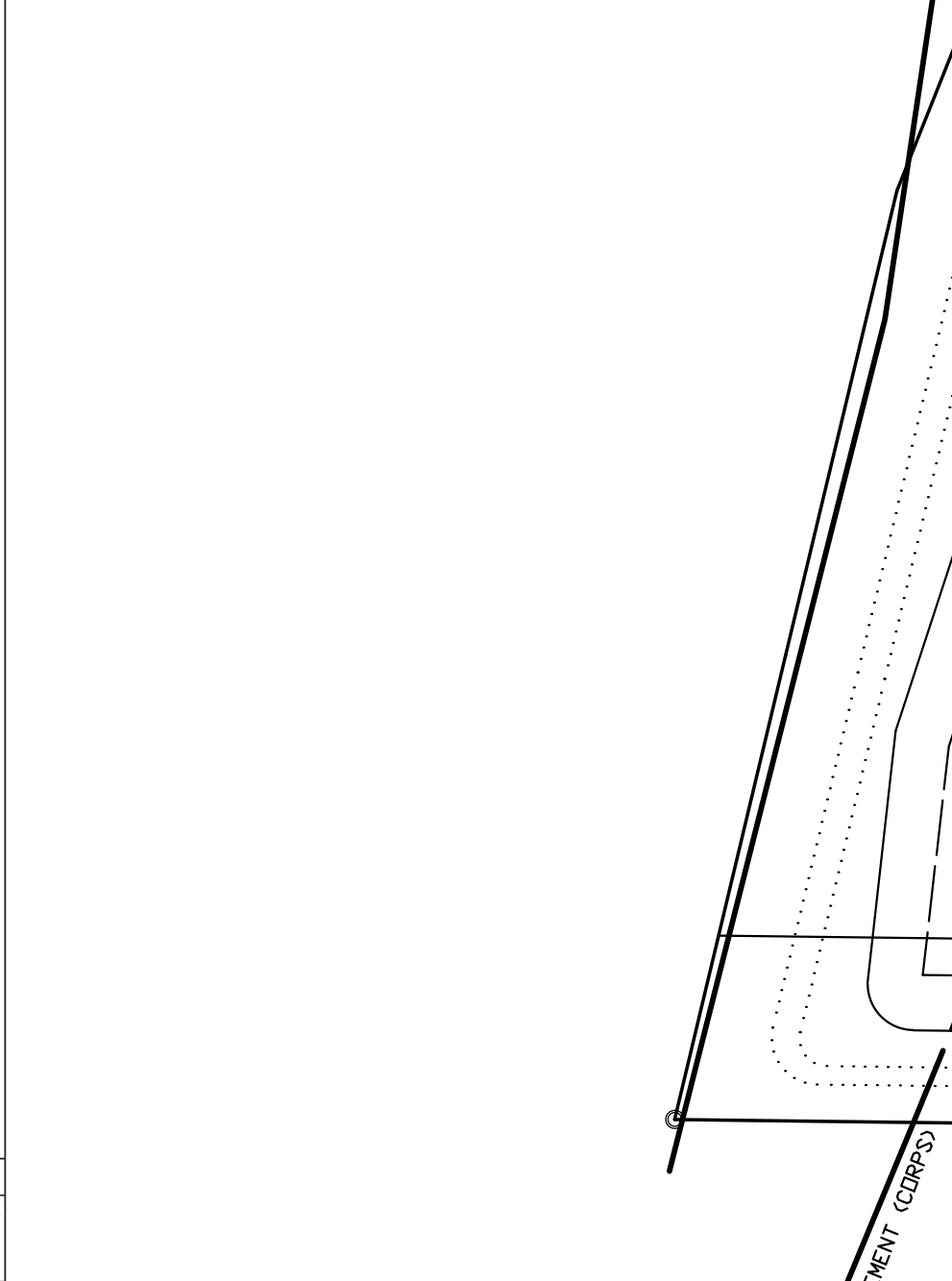
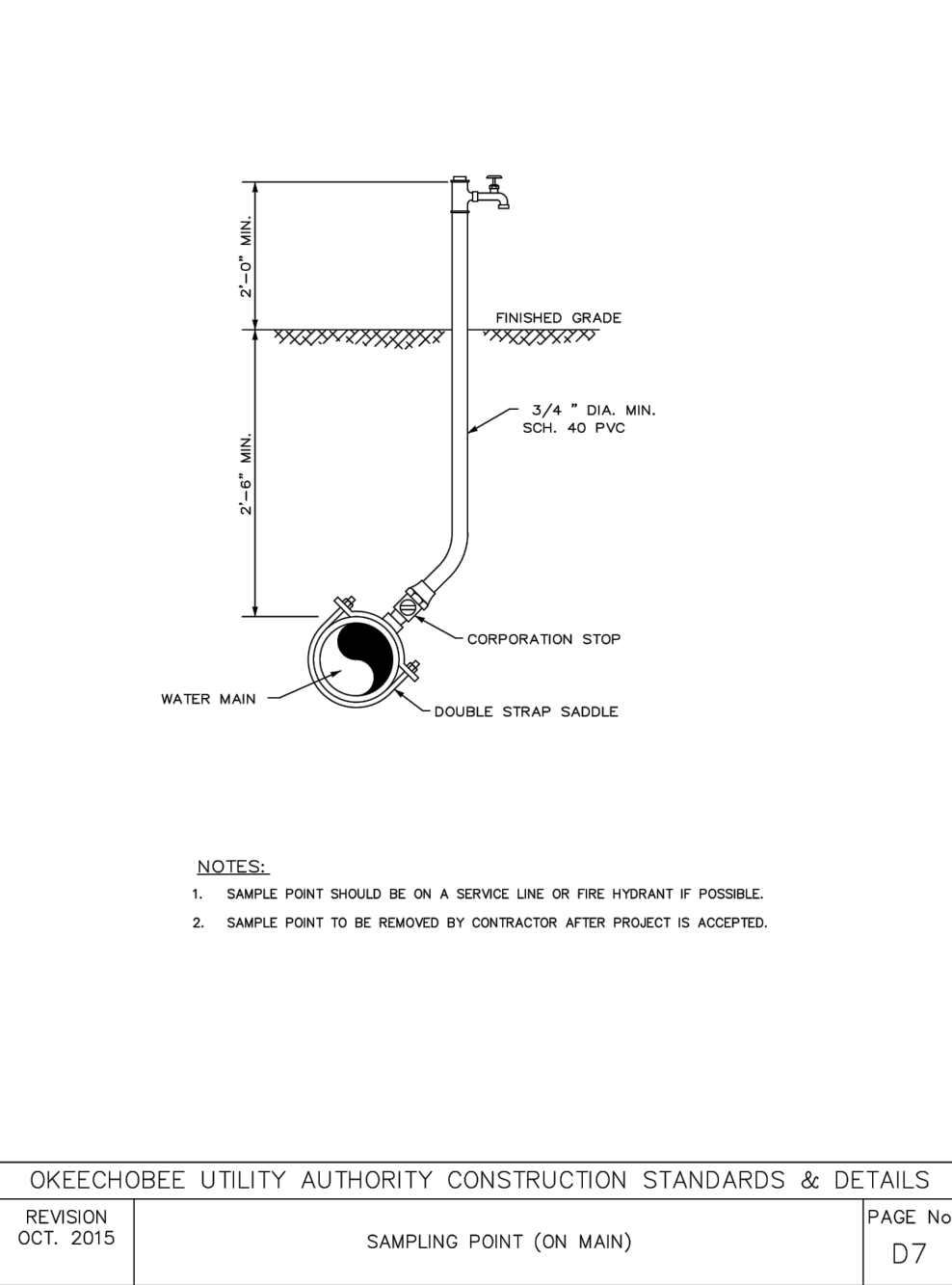
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SERVICE FOR MULTIPLE SERVICES (TWO OR MORE)	PAGE No D2

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL SEWER SERVICE CONNECTION	PAGE No D31

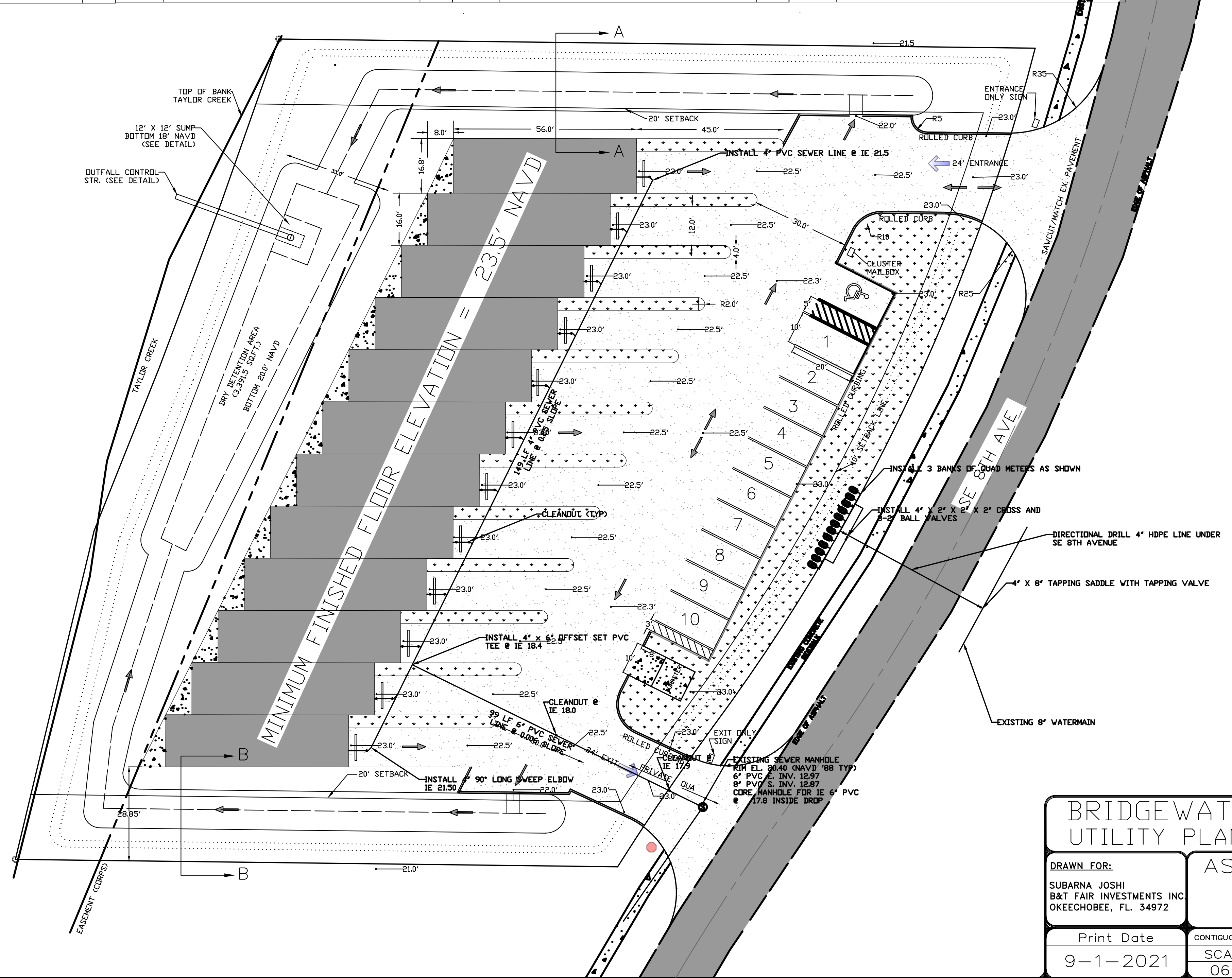
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL CLEANOUT	PAGE No D32

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FLOW PATTERNS FOR MANHOLE INVERTS	PAGE No D30

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	INSIDE DROP CONNECTION FOR STANDARD MANHOLE EXISTING SEWERS ONLY	PAGE No D29A



LEGEND	
TAYLOR CREEK T.O.B.	_____
PROPERTY LINE	_____
EDGE OF DRIVEWAY	_____
CENTERLINE	_____
TAYLOR CREEK RW	_____
TOWNHOUSES	_____
EDGE OF SIDEWALK	_____
SET BACK LINE	_____
TOP PERIMETER BERM	_____
PROP. ELEVATION	23.0' ● STOP SIGN
WATER FLOW	→ PROP. CWS
TRAFFIC FLOW	→ STOP BAR



BRIDGEWATER ON TAYLOR CREEK
UTILITY PLAN AND DETAILS

DRAWN FOR:
SUBARNA JOSHI
B&T FAIR INVESTMENTS INC
OKEECHOBEE, FL. 34972

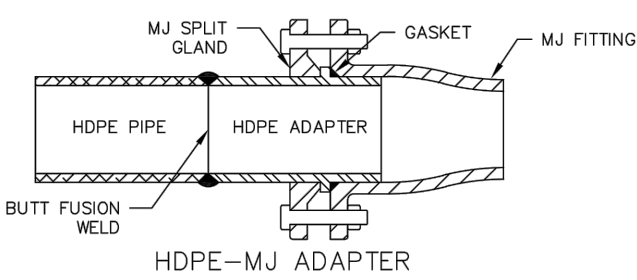
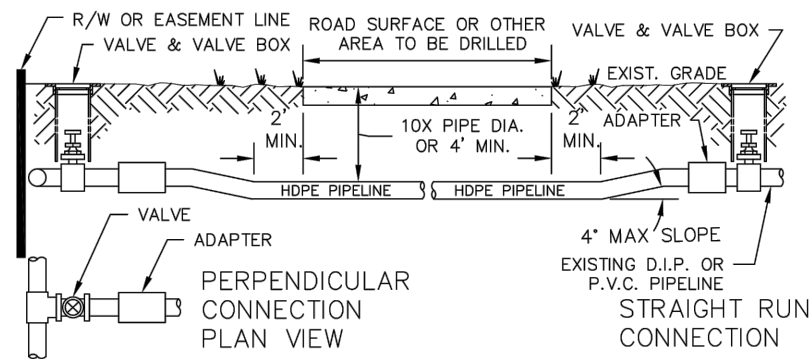
P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

Print Date
9-1-2021

CONTIGUOUS OWNERSHIP (1.29 AC)
SCALE 1" = 20'
06042021-01

CADD FILE: Site Plan.dwg
CERTIFICATE OF
AUTHORIZATION NO. 26134

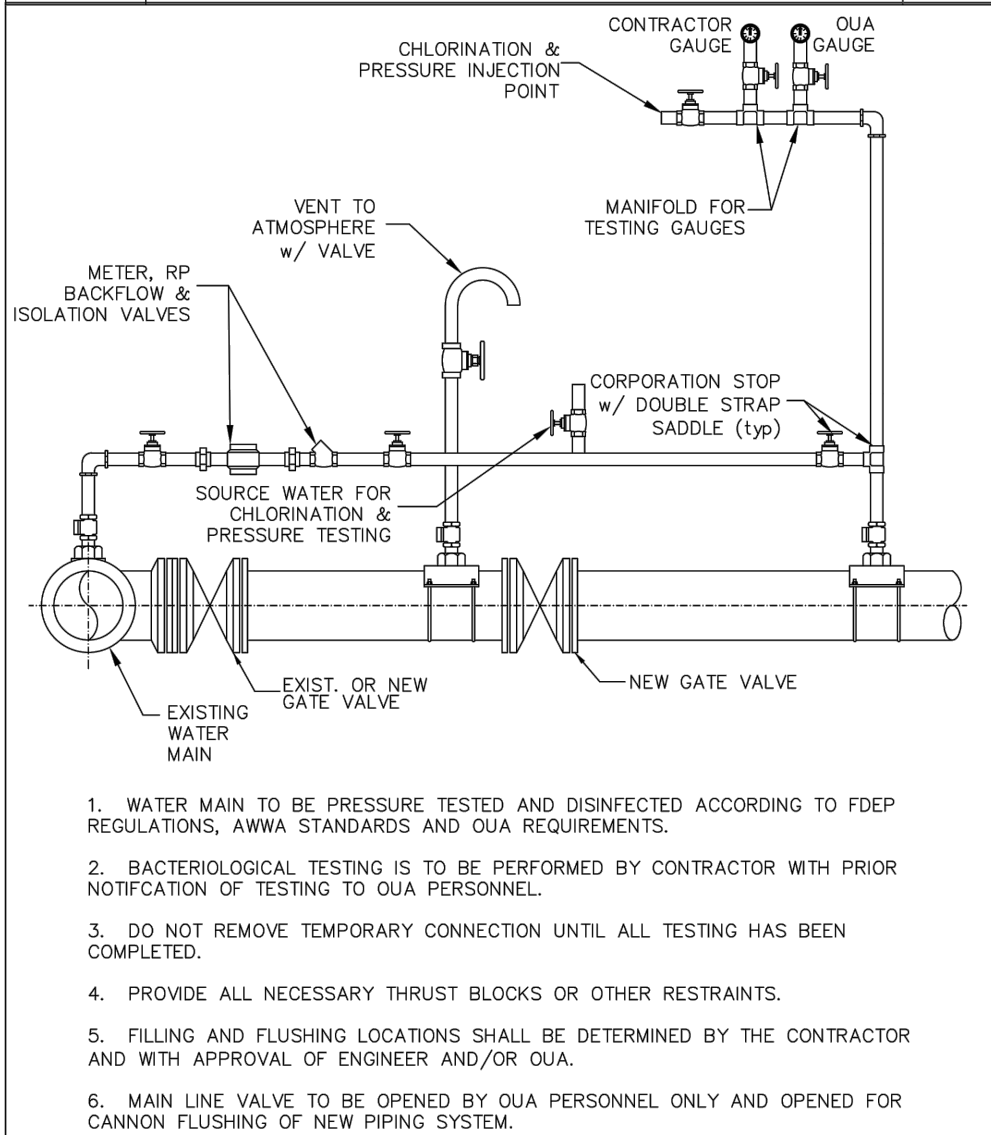
EXHIBIT
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NOTES:

- DIRECTIONAL DRILLS SHALL BE COMPLETED USING DR11 HDPE PIPE, DIP SIZE: FOR WATER AND SANITARY FORCE MAIN
- IPS SIZE: FOR VACUUM SEWER
- ALL DIRECTIONAL DRILLS SHALL BE AT A DEPTH OF 10X PIPE DIAMETER BELOW THE ROADWAY SURFACE OR 4' WHICHEVER IS GREATER.
- ALL HDPE MUST BE COLOR CODED (SAFETY BLUE-WATER, SAFETY GREEN FOR SEWER AND PANTONE PURPLE FOR RECLAIMED WATER); BUTT FUSION WELDED; AND CONNECTED WITH HDPE-MJ ADAPTER
- 10 GAUGE SOLID COPPER LOCATING WIRES SHALL BE TAPED TO PIPE FROM VALVE TO VALVE AT A SPACING NO GREATER THAN 5 FEET AND PULLED WITH THE PIPE. SEE D17 FOR ADDITIONAL DETAILS.
- GRAVITY SEWER BORES AS PREAPPROVED BY OUA.

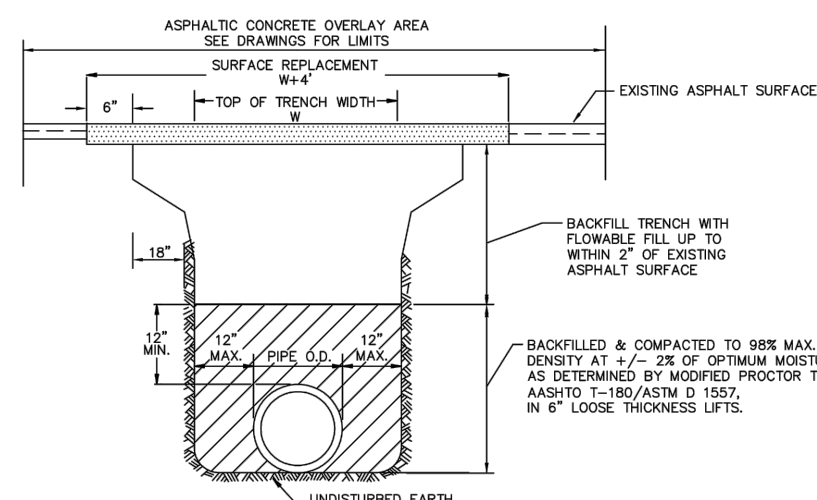
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	DIRECTIONAL DRILLING DETAIL	PAGE No D19



NOTE:
VALVE NUT EXTENSION IS REQUIRED ON ALL VALVES WITH MORE THAN 36" OF COVER. EXTEND NUT TO WITHIN 18" OF VALVE BOX RM. PROVIDE SOLID BRICK PAD FOR VALVE BOX TO SIT ON.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	FILLING, DISINFECTING AND TESTING DETAILS	PAGE No D10

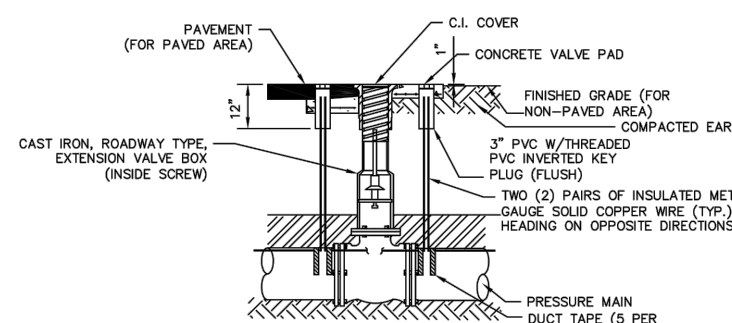
OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TYPICAL VALVE SETTING	PAGE No D12



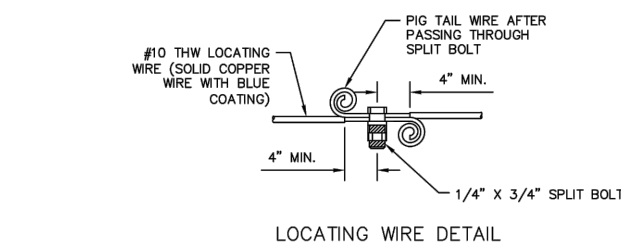
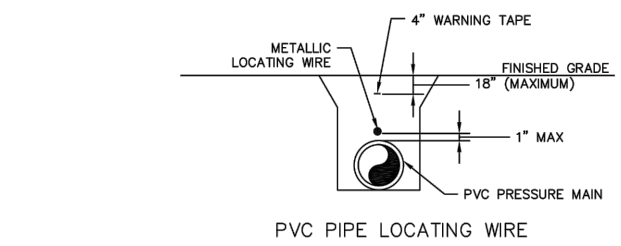
NOTES:

- BACKFILL MATERIALS AROUND AND UP TO 1 FOOT ABOVE PIPE SHALL CONSIST OF CLEAN FILL FILL COMPRISED OF SAND, SAND AND CLAY, GRAVEL, CROCKED ROCK OR OTHER MATERIALS FROM GROUPS A-1, A-2 OR A-3 ASHSTD CLASSIFICATION FREE FROM ORGANIC MATTER AND VEGETATION, DEBRIS, LARGE CLODS OR EARTH OR STONES. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS, LARGE ROCK AND ROOTS SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
- FLOWABLE FILL FROM A POINT 12" ABOVE TOP OF PIPE TO 2" BELOW EXISTING ASPHALT SURFACE, SHALL BE READY-MIXED FLOWABLE FILL CONSISTING OF PORTLAND CEMENT, AGGREGATES, WATER AND MINERAL ADJUTIVES IN COMPLIANCE WITH F.D.O.T. STANDARD SPECIFICATIONS, SECTION 121.
- THE PIPE SHALL BE FULLY SUPPORTED ALONG ENTIRE LENGTH.
- THE PIPE TRENCH SHALL REMAIN DRY DURING PIPE LAYING OPERATIONS.
- ALL TRENCH WORK SHALL CONFORM TO LATEST STANDARDS AS SET FORTH BY THE FLORIDA TRENCH SAFETY ACT AND OR OSHA.
- FOUR INCH WIDE DETECTABLE TAPE SHALL BE PLACED APPROXIMATELY 12"-18" BELOW FINISHED GRADE AND DIRECTLY ABOVE ALL PRESSURE PIPING. TAPE, WORKING AND COLOR SHALL CONFORM TO O.U.A. STANDARDS.
- SURFACE COURSE SHALL BE F.O.D.T. MIX. TO MATCH EXISTING PAVEMENT, WITH A THICKNESS EQUAL TO THE EXISTING OR 2" WHICHEVER IS GREATER.
- PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED BUTT JOINTS, HEATED, RAKED AND SPRAYED WITH A REPAVEMENT AGENT. THE PATCH AREA SHALL BE A SMOOTH PLANE SUCH THAT A STRAIGHT EDGE PLACED ACROSS THE PATCH PARALLEL TO THE TRAFFIC FLOW AND EXTENDING TO UNDISTURBED PAVEMENT SHALL SHOW NO MORE THAN 1/4" IRREGULARITY IN ANY 15 FT. SECTION. ANY IRREGULARITY SHALL BE CORRECTED IN ACCORDANCE WITH F.O.D.T. SPECIFICATIONS.
- "COLD PATCH" SHALL BE USED FOR TEMPORARY REPAIRS ONLY, AND FOR A PERIOD NOT TO EXCEED 30 DAYS.
- TRAFFIC LANE CLOSURES, NOT PLANS AND ROADWAY REPAIRS MATERIALS SHALL BE PER DIRECTION OF ROAD OWNER. CONTRACTOR TO INQUIRE WITH OWNER ABOUT REQUIREMENTS PRIOR TO BID.
- 3M LOCATOR BALLS SHALL BE INSTALLED AT EACH FITTING IN THE PIPE LINE CHANGING DIRECTION AND AT EACH CONNECTION.
- 3M LOCATORS TO BE PROVIDED BY DEVELOPER AS SPECIFIED BY O.U.A.

OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	TRENCH REPAIR DETAILS PAVED AREAS WITH FLOWABLE FILL BACKFILL	PAGE No D13B



- ALL PVC PIPE SHALL REQUIRE TWO PAIRS OF INSULATED METALLIC LOCATING WIRES (10 GAUGE SOLID COPPER TAPED WITH 2" WIDE GULF TAPE TO TOP CENTERLINE OF THE PIPE AT EVERY JOINT AND AT 4' ADDITIONAL EQUALLY SPACED POINTS PER LENGTH OF PIPE.
- BACK FILL VALVE BOX
- LOCATING WIRES SHALL BE CAPABLE OF DETECTION BY A CABLE LOCATOR AND PASS A FIELD CONDUCTIVITY TEST (SUBMERGED BY THE O.U.A. FROM END TO END OF WIRES).
- SPICES SHALL BE CAPABLE OF COMPLETE SUBMERSION, SUCH AS BUTT SPICE WITH RAYCHEM HOT SHIMMER WIRE
- NO MORE THAN ONE SPICE IN LOCATING WIRES BETWEEN VALVES IS ALLOWED.
- PROVIDE POTING CAPABLE AS TRACER AND ADVISORY SPICES CONNECTED, OR TERMINATED, SHALL HAVE THE LAST THREE INCHES PIG TAILED AS DETAILED HEREON.



OKEECHOBEE UTILITY AUTHORITY CONSTRUCTION STANDARDS & DETAILS		
REVISION OCT. 2015	LOCATING WIRE DETAILS FOR ALL ROAD CROSSINGS AND BORES	PAGE No D17

BRIDGEWATER ON TAYLOR CREEK UTILITY DETAILS

DRAWN FOR:

SUBARNA JOSHI
B&T FAIR INVESTMENTS INC
OKEECHOBEE, FL. 34972

ASMUSSEN ENGINEERING, LLC.

P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

Print Date

04-26-22

CONTIGUOUS OWNERSHIP (1.29 AC)

SCALE N/A
06042021-01

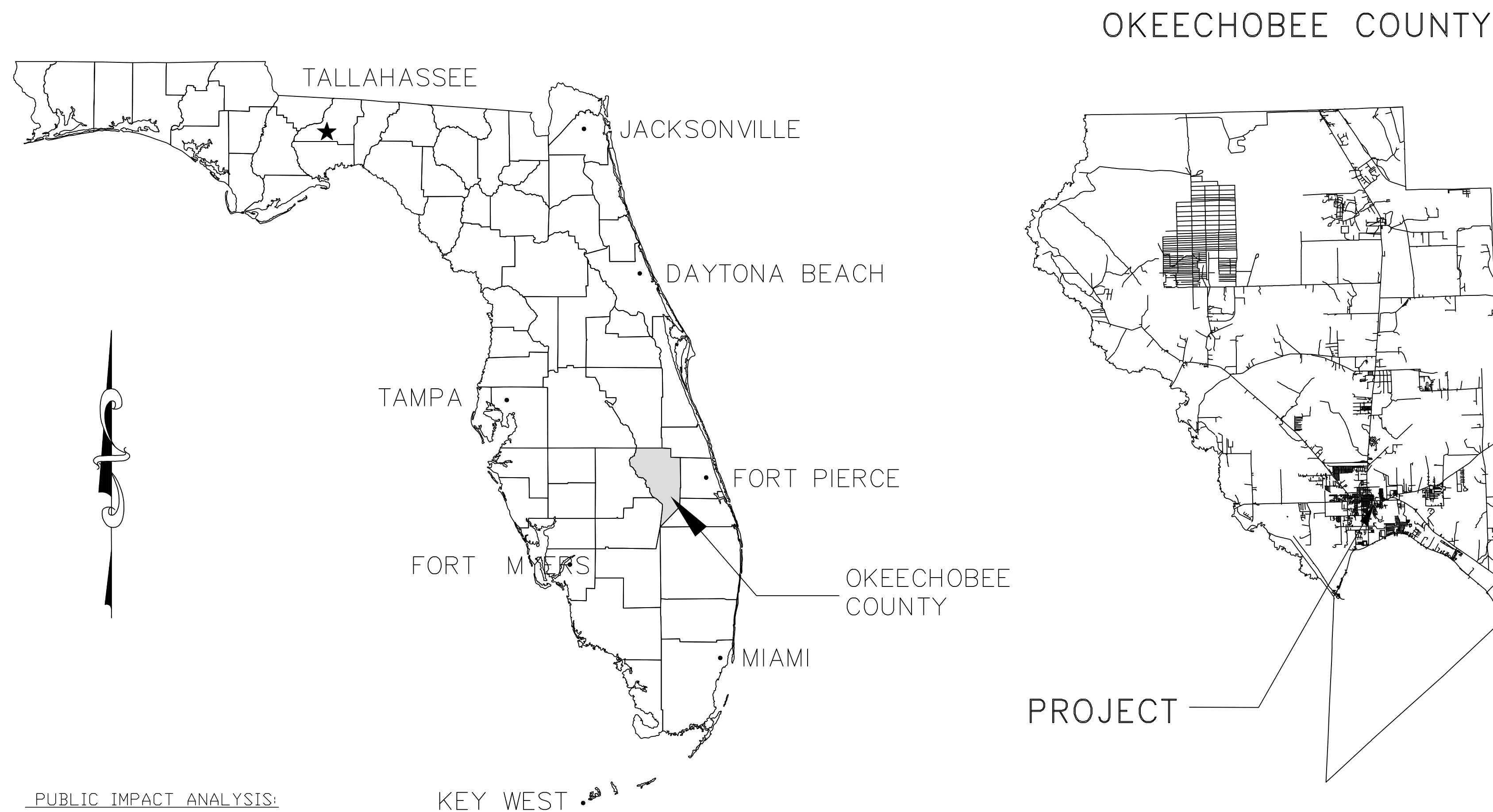
CADD FILE: Site Plan.dwg
CERTIFICATE OF
AUTHORIZATION NO. 26134

EXHIBIT

5

BRIDGEWATER ON TAYLOR CREEK OKEECHOBEE, FLORIDA

SECTION 22/TOWNSHIP 37S/RANGE 35E
PARCEL IDS: 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080



PUBLIC IMPACT ANALYSIS:

POTABLE WATER DEMAND = 3,000 GPD

WASTEWATER GENERATED = 3,000 GPD

SOLID WASTE GENERATED = 150 LBS/DAY

DESIGN STORM = 25 YEAR - 72 HOUR EVENT (9.0 INCHES)

PEAK DAILY TRAFFIC GENERATED = 96 TRIPS PER DAY

OWNER PROPOSES A TOWNHOUSE/CONDOMINIUM DEVELOPMENT CONSISTING TO TWELVE (12) TWO-STORY UNITS, WHICH ARE TO BE CONVEYED TO THIRD PARTIES.

TOWNHOUSE/CONDOMINIUM ASSOCIATION DOCUMENTS (PER CHAPTER 718 F.S.) ARE BEING PREPARED BY OTHERS, WHICH WILL ADDRESS THE RESPONSIBILITIES/REQUIREMENTS/RULES APPLICABLE TO EACH UNIT OWNER. THIS INCLUDES COLLECTION OF FEES TO FACILITATE MAINTENANCE OF THE COMMON AREAS, INCLUDING THE WATER MANAGEMENT SYSTEM (WMS) AND OUTFALL CONTROL STRUCTURE.

WMS WAS DESIGNED TO ADHERE TO EXISTING SFMWD RULES/CRITERIA FOR PROJECTS LOCATED IN THE S-133 (LAKE OKEECHOBEE) BASIN. ALLOWABLE DESIGN DISCHARGE FOR THE DESIGN EVENT (25 YR-3 DAY STORM) IN THE S-133 BASIN IS 15.6 CSM (OR 0.03 CFS). ENGINEER UTILIZED THE MINIMUM ALLOWABLE CIRCULAR BLEEDER DIAMETER (0.25'), WHICH RESULTED IN A DESIGN DISCHARGE OF 0.39 CFS. THE RESULTING PEAK DESIGN STAGE IS 21.8' NAVD, WHICH IS CONTAINED USING A PERIMETER BERM (TOP ELEVATION OF 23.0' NAVD).

PREPARED FOR:

B & T FAIR INVESTMENTS, INC.
511 SOUTH PARROTT AVENUE
OKEECHOBEE, FLORIDA 34972-2600

ASSISTED BY:

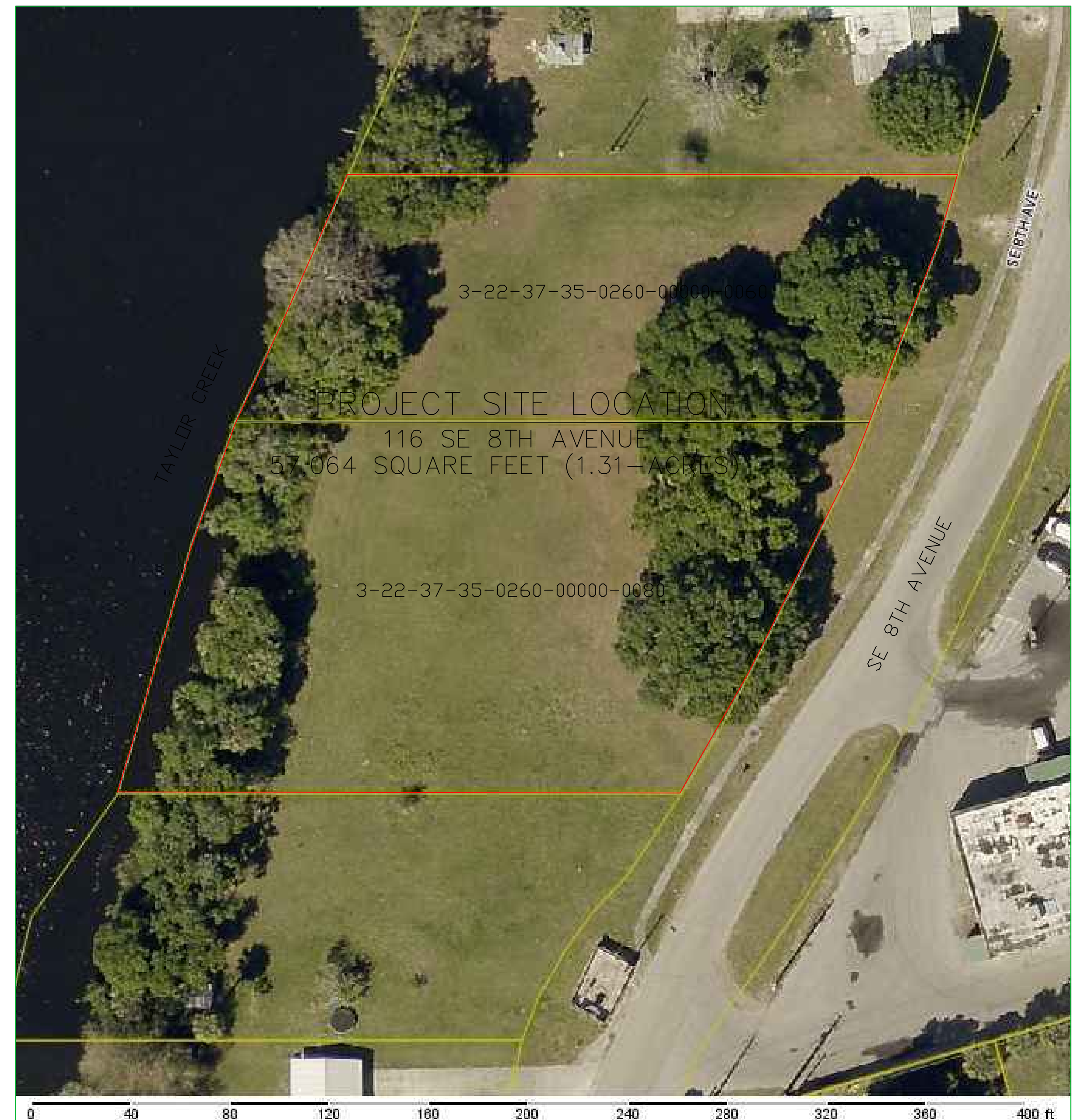
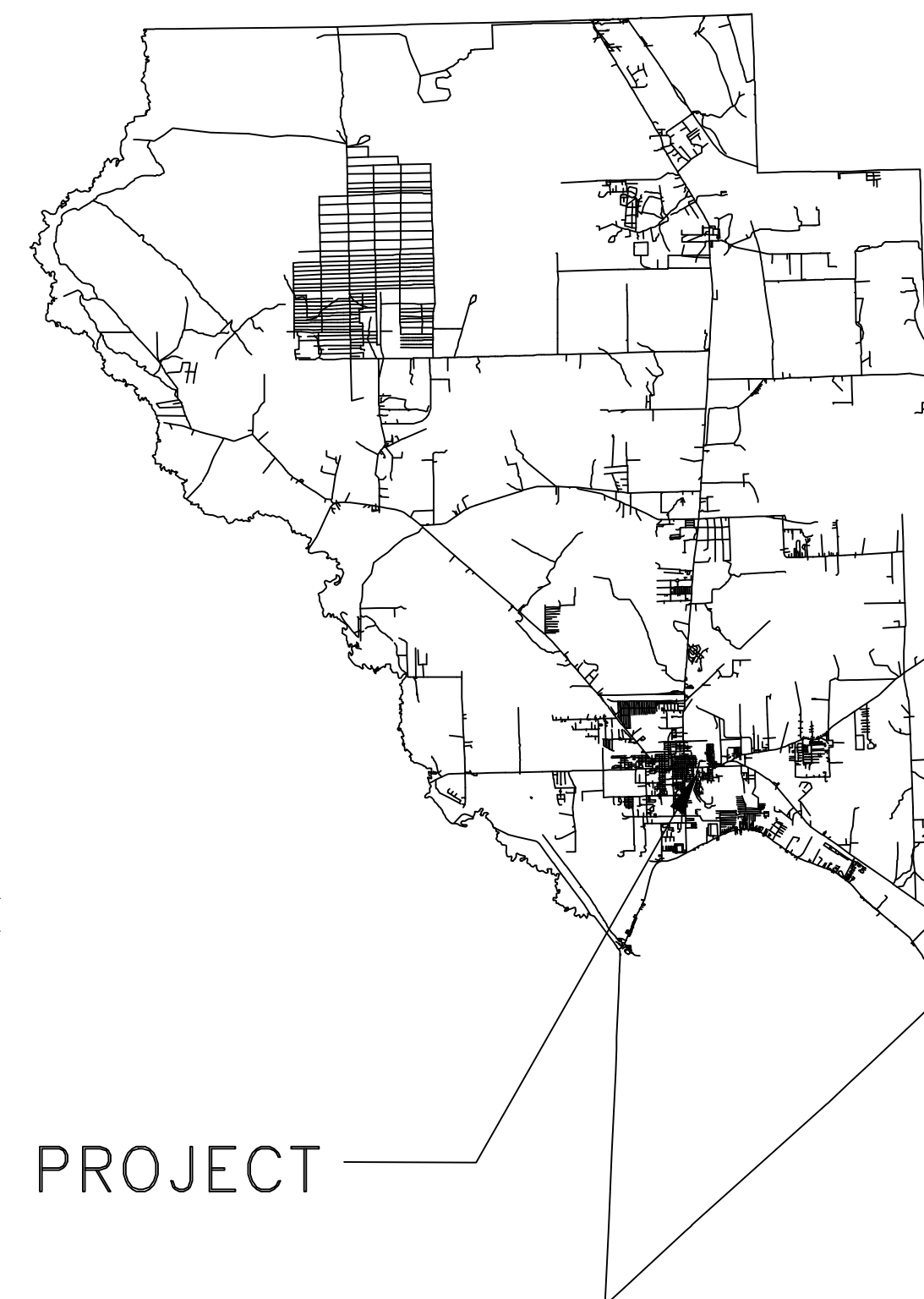
CONTRACTOR: MOSSEL-HODGES CONSTRUCTION, INC.

SURVEYOR: TRADEWINDS SURVEYING GROUP, LLC.

PREPARED BY:

ASMUSSEN ENGINEERING, LLC
ENGINEERING AND ENVIRONMENTAL SERVICES
P.O. BOX 1998, OKEECHOBEE, FLORIDA. 34973 (863) 763-8546

OKEECHOBEE COUNTY



ENGINEERING (CONSTRUCTION) PLANS

SHEET 1 OF 5
SHEET 2 OF 5
SHEET 3 OF 5
SHEET 4 OF 5
SHEET 5 OF 5

COVER
PAVING, GRADING & DRAINAGE
CONSTRUCTION DETAILS AND NOTES
TOPOGRAPHIC INFORMATION
TECHNICAL SPECS. / EROSION & SEDIMENT CONTROL

EXHIBITS

EXHIBIT 1 LANDSCAPING PLAN
EXHIBIT 2 ELEVATION VIEWS & FLOOR PLANS
EXHIBIT 3 LIGHTING PLANS

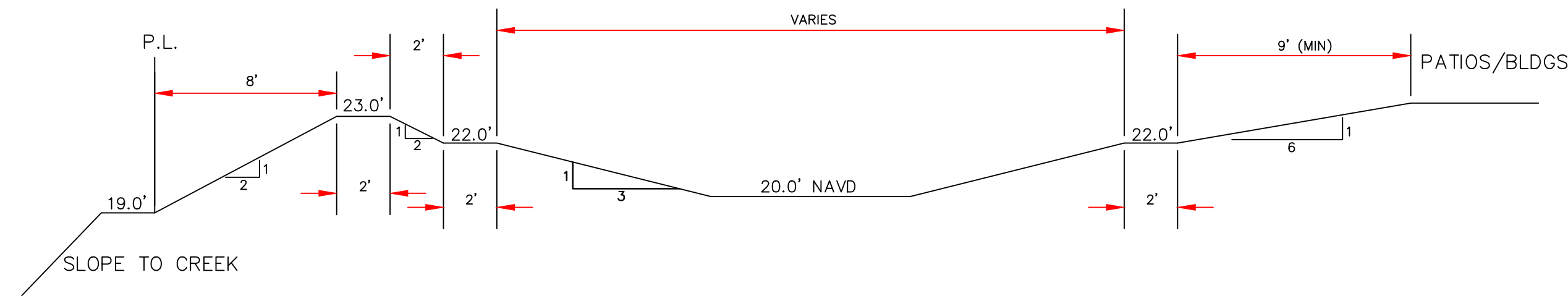
CALL 48 HOURS
BEFORE DIGGING IN FLORIDA
SIMPLY CALL 811
or
1-800-432-4770
WWW.CALLSUNSHINE.COM

IMPORTANT NOTE:

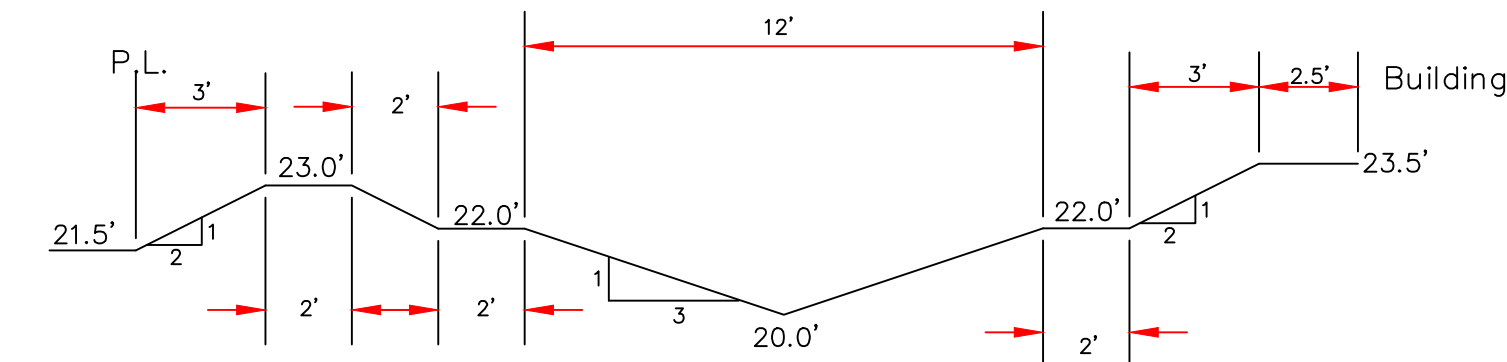
HORIZONTAL & VERTICAL DATA WAS COLLECTED IN COOPERATION W/ TRADEWINDS SURVEYING GROUP, LLC. ELEVATION DATA, USED TO GENERATE THESE PLANS, ARE REFERENCED TO NAVD (1988).

ASMUSSEN ENGINEERING, LLC.
P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043
EMAIL: lasmusse@embargmail.com

PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File	Cover.dwg	SHEET
06042021-01	SCALE	N.T.S.	CERTIFICATE OF AUTHORIZATION	1 of 5
	OCTOBER 27, 2021		26134	



DRY DETENTION TYPICAL SECTION
N.T.S.

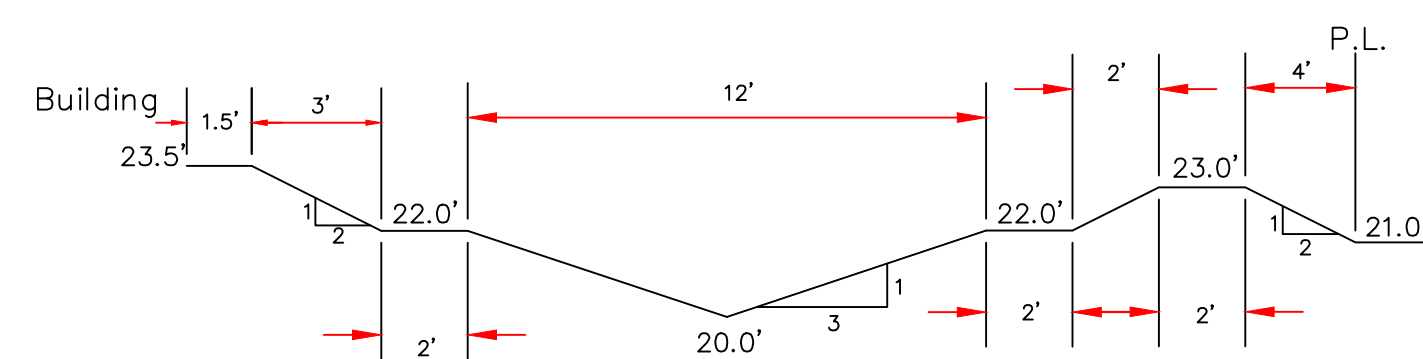


N. SWALE SECTION A-A
N.T.S.

LAND USE TABLE			
USE/DESCRIPTION	SQ.FT.	AC.	% COVER
TOTAL SITE	57,064.00 SQ.FT.	1.31 AC.	100.00
ONSITE IMPERVIOUS	29,023.97 SQ.FT.	0.66 AC.	50.86
ASPHALT	17,033.11 SQ.FT.	0.39 AC.	29.85
BUILDING	10,794.58 SQ.FT.	0.25 AC.	18.92
CONCRETE	997.22 SQ.FT.	0.02 AC.	1.74
CURBING	199.06 SQ.FT.	0.005 AC.	0.35
OFFSITE IMPERVIOUS	1,852.79 SQ.FT.	0.042 AC.	
ASPHALT	1,852.79 SQ.FT.	0.042 AC.	
ONSITE PERVIOUS	28,040.03 SQ.FT.	0.64 AC.	49.14
LANDSCAPING	5,859.56 SQ.FT.	0.13 AC.	10.27
FRONTAGE	3,724.80 SQ.FT.	0.08 AC.	
EA. UNIT	2,134.76 SQ.FT.	0.05 AC.	
DRY DETENTION	8,400.49 SQ.FT.	0.19 AC.	14.72
OPEN/CANAL BANK	13,779.98 SQ.FT.	0.32 AC.	24.15

OTHER NOTES:

- OWNERS ARE B & T FAIR INVESTMENTS INC.
511 SOUTH PARROTT AVENUE
OKEECHOBEE, FL. 34974
(863) 447-4390
- TOTAL PROPERTY SIZE = 57,064.00 SQ.FT. (1.31 ACRES)
- PROPOSED IMPERVIOUS AREA = 29,023.97 SQ.FT. (0.66 ACRES OR 50.86%)
- SOIL TYPE: TAVARES AND ST. LUCIE
- EXISTING ZONING: RESIDENTIAL MULTIPLE FAMILY
- EXISTING USE: VACANT
- PROPOSED USE: 12 RESIDENTIAL TOWNHOUSE UNITS
- PERMITS REQUIRED: CITY OF OKEECHOBEE (MEET SFWMD WMS CRITERIA)
- THERE ARE NO WATER COURSES, WATER BODIES, FLOODPLAINS, XERIC UPLANDS, WETLANDS, CUTTHROAT GRASS SEEPS, HISTORICAL AND ARCHAEOLOGICAL RESOURCES, CONES OF INFLUENCE FOR POTABLE WELLS OR AQUIFER RECHARGE AREAS ON OR ADJACENT TO THE PROJECT SITE EXCEPT AS NOTED.
- EXISTING GROUND COVER: DIRT, GRASS, WEEDS
- WATER SERVICE: CENTRAL - OUA
- SEWER SERVICE: CENTRAL - OUA
- PARCEL # 3-22-37-35-0260-00000-0060 & 3-22-37-35-0260-00000-0080
- THERE ARE NO EXISTING BUILDINGS, CULVERTS, EASEMENTS, BOUNDARIES OF INCORPORATED AREAS, LAKES, STREETS, WATER COURSES, OR WATER MAINS EXCEPT AS SHOWN OR NOTED.
- THERE ARE NO PUBLIC SUPPLY WELLS WITHIN 600' OF THE PROJECT.
- PROJECT DENSITY = 12/1.31 = 9.2 UNITS PER ACRE
- CONTRACTOR TO WORK WITH ENGINEER THROUGHOUT CONSTRUCTION.
- ALL WORK SHALL CONFORM WITH ALL APPLICABLE SPECIFICATIONS CONTAINED IN THE CITY OF OKEECHOBEE'S CODE OF ORDINANCES.
- PRIOR TO CONSTRUCTION, CONTRACTOR WILL EMPLOY THE SERVICES OF A GEOTECHNICAL FIRM TO CONDUCT SOIL BORINGS UNDER THE BUILDING AND PARKING AREAS. COMPACTION TESTING RESULTS WILL BE PROVIDED TO THE ENGINEER FOR THE BUILDING PAD, PARKING LOT AND RIGHT-OF-WAY.
- PARKING: TWELVE (12) TOWNHOUSE UNITS X 2 = 24 REQUIRED;
34 PARKING SPACES, INCLUDING ONE (1) HANDICAP SPACE IS PROVIDED.
UNIT PARKING IS 45' LONG TO ACCOMMODATE TWO (2) VEHICLES PER UNIT.



S. SWALE SECTION B-B
N.T.S.

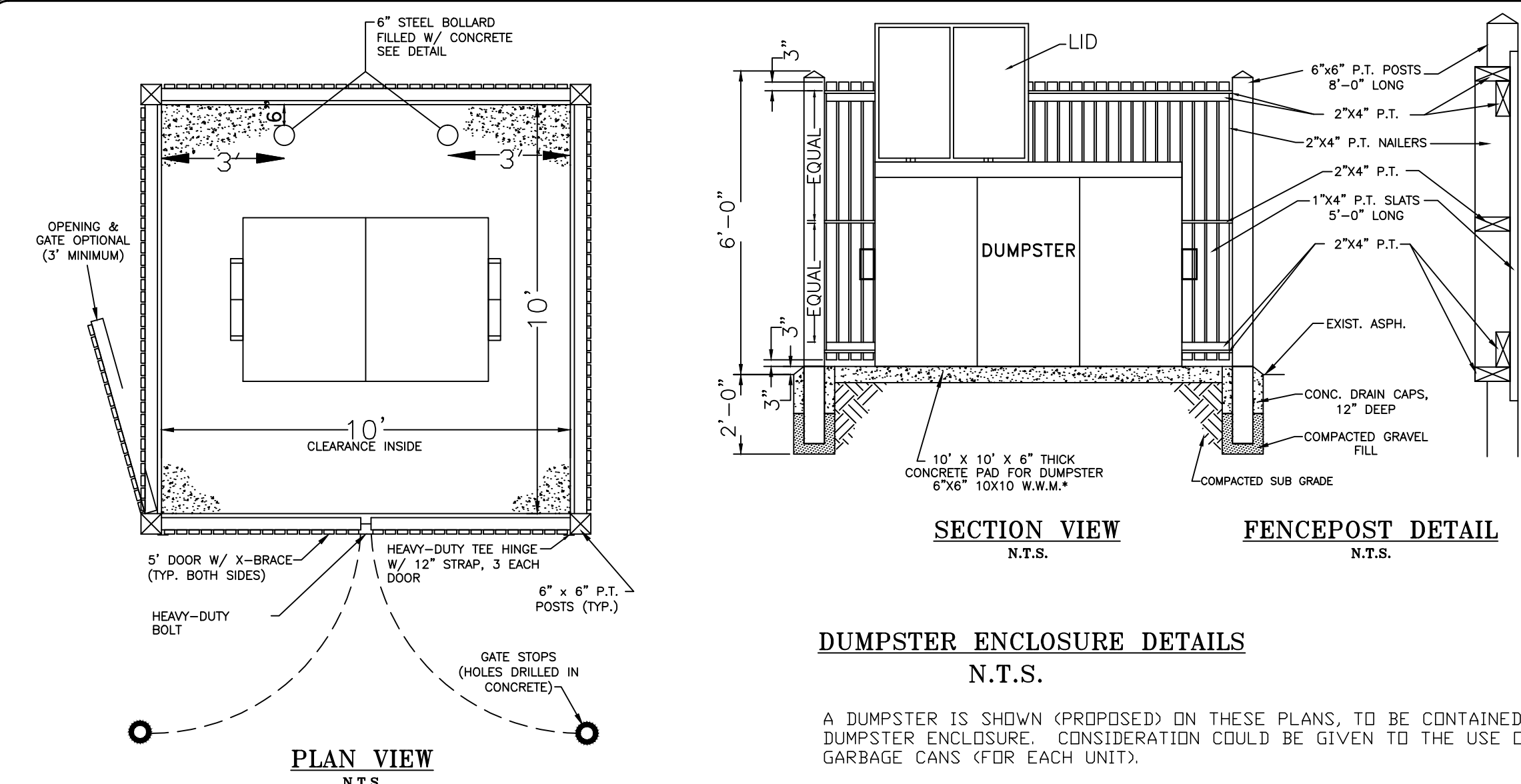
BRIDGEWATER ON TAYLOR CREEK
PAVING, GRADING AND DRAINAGE PLAN

DRAWN FOR:
SUBARNA JOSHI
B&T FAIR INVESTMENTS INC.
OKEECHOBEE, FL. 34972

ASMUSSEN ENGINEERING, LLC.

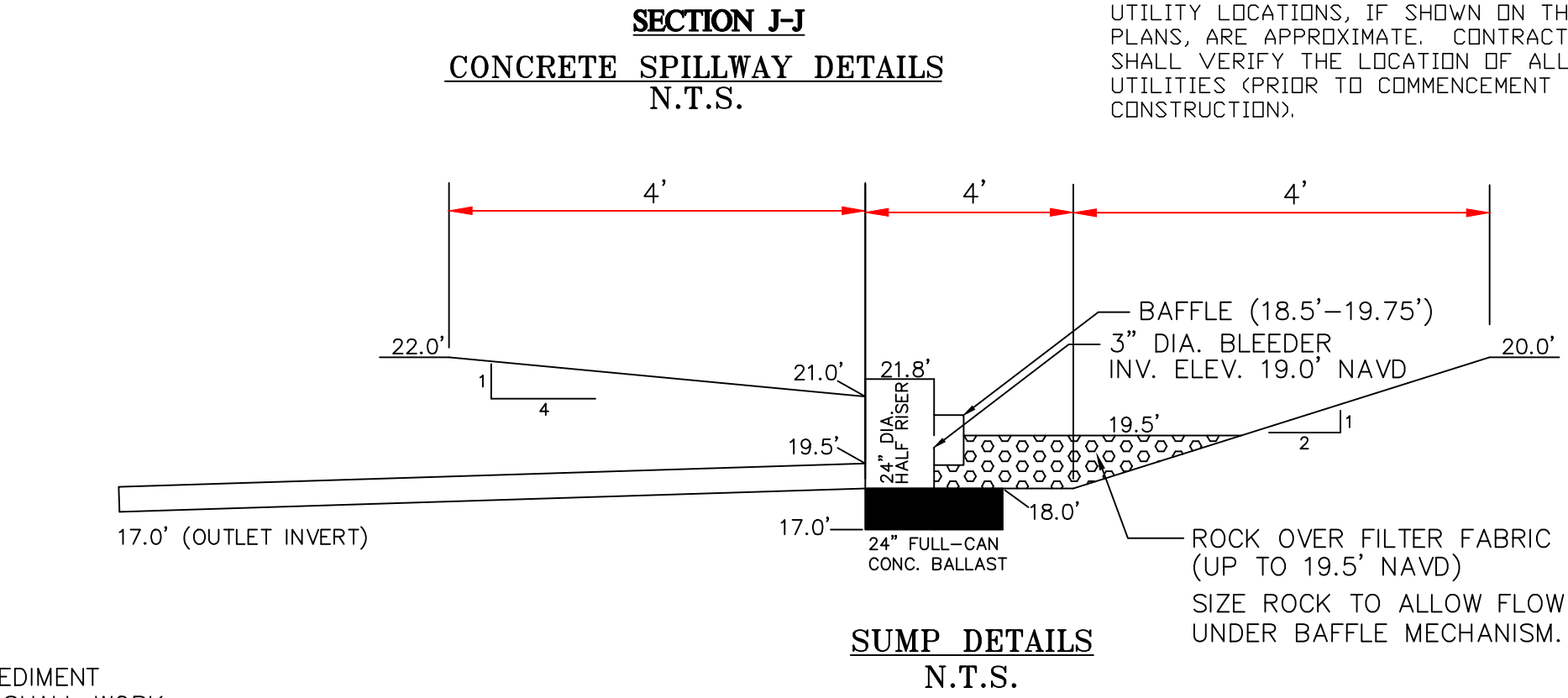
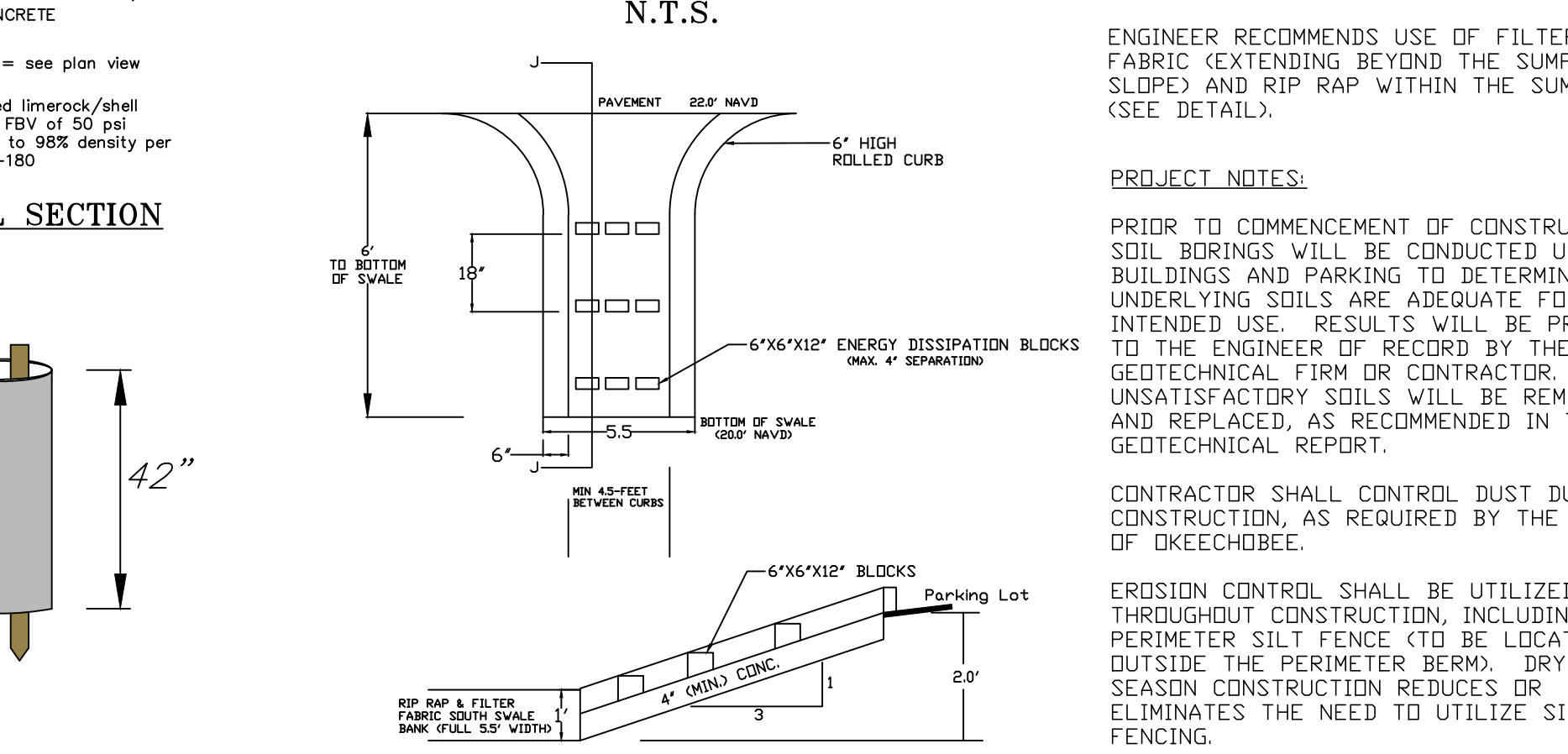
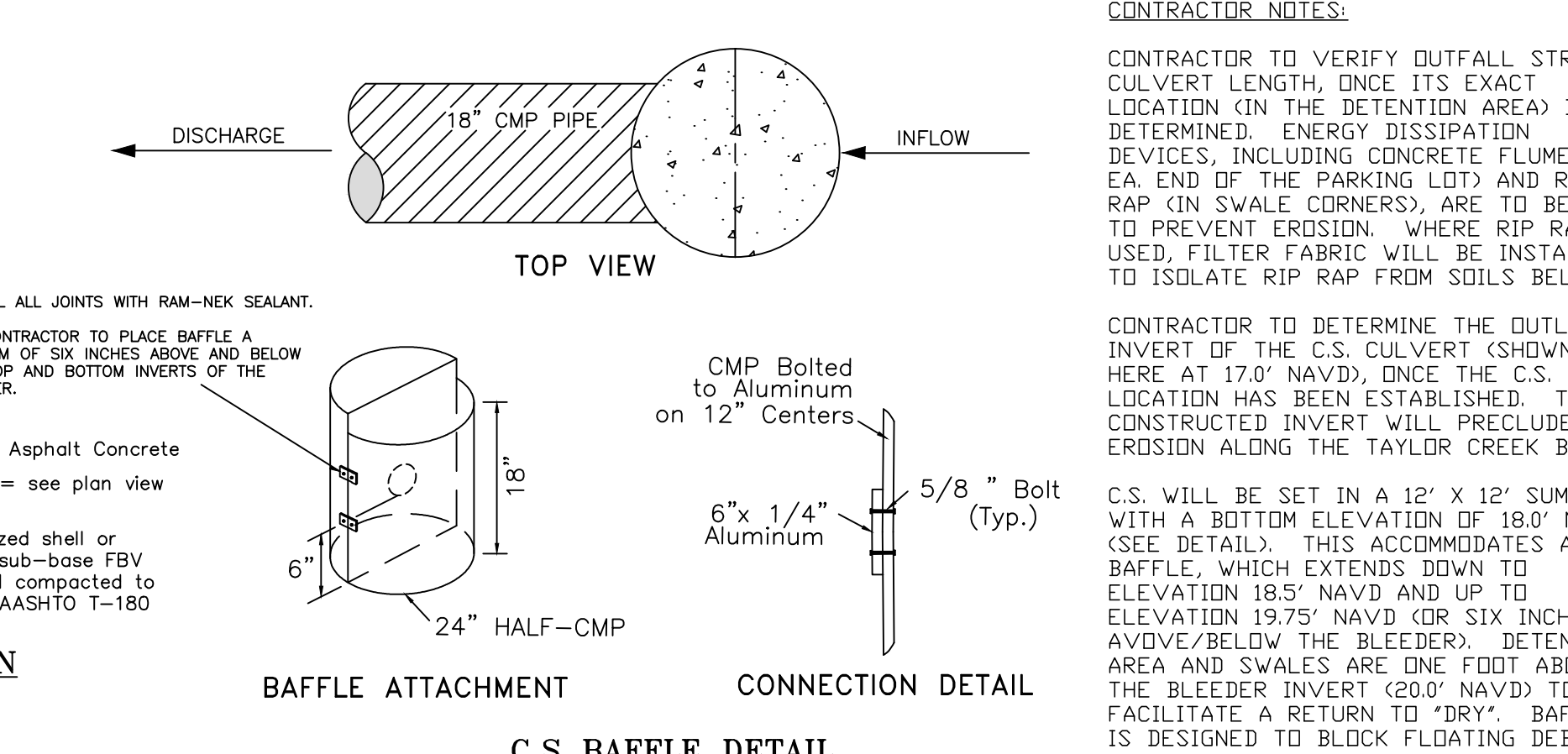
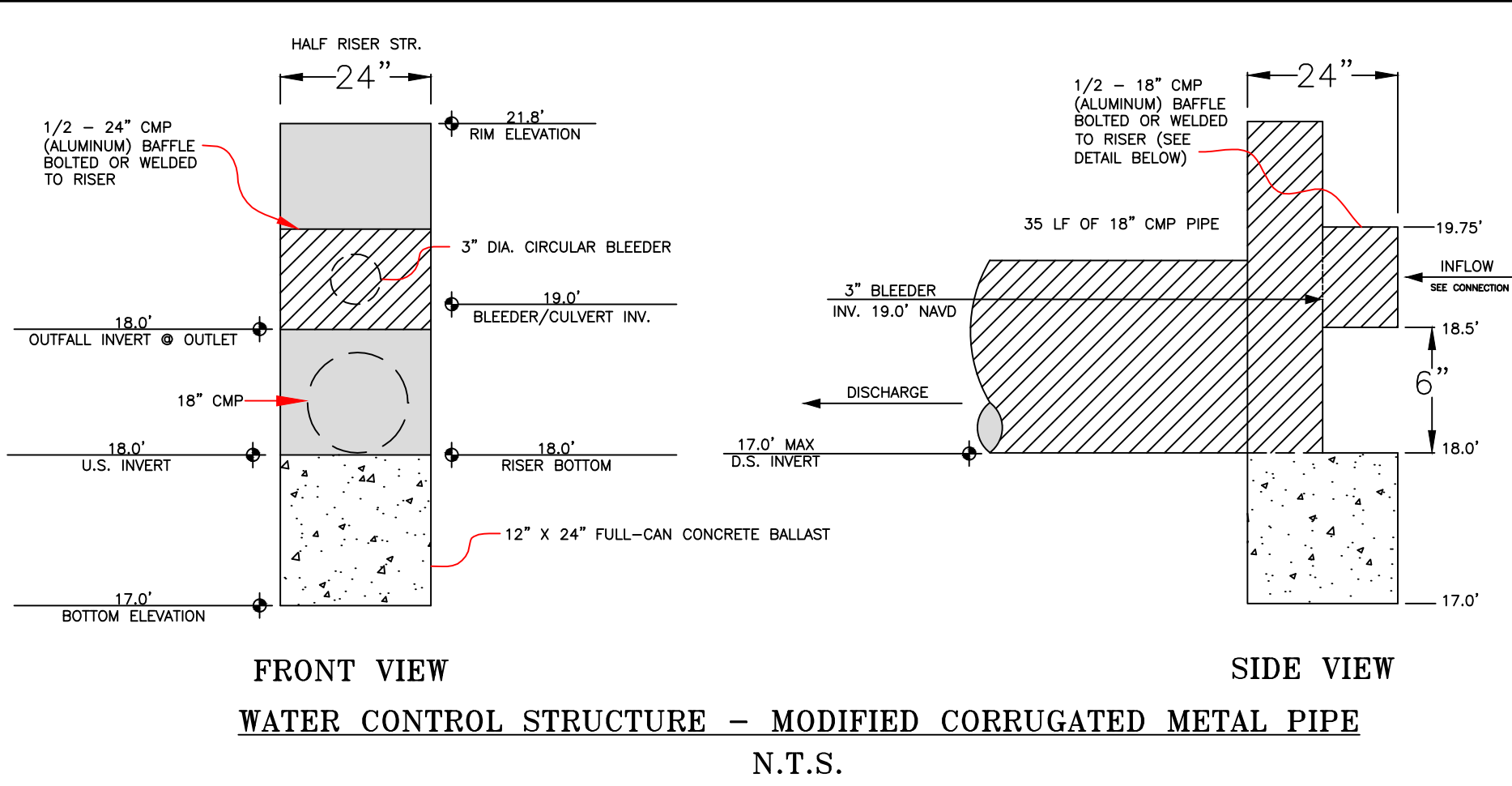
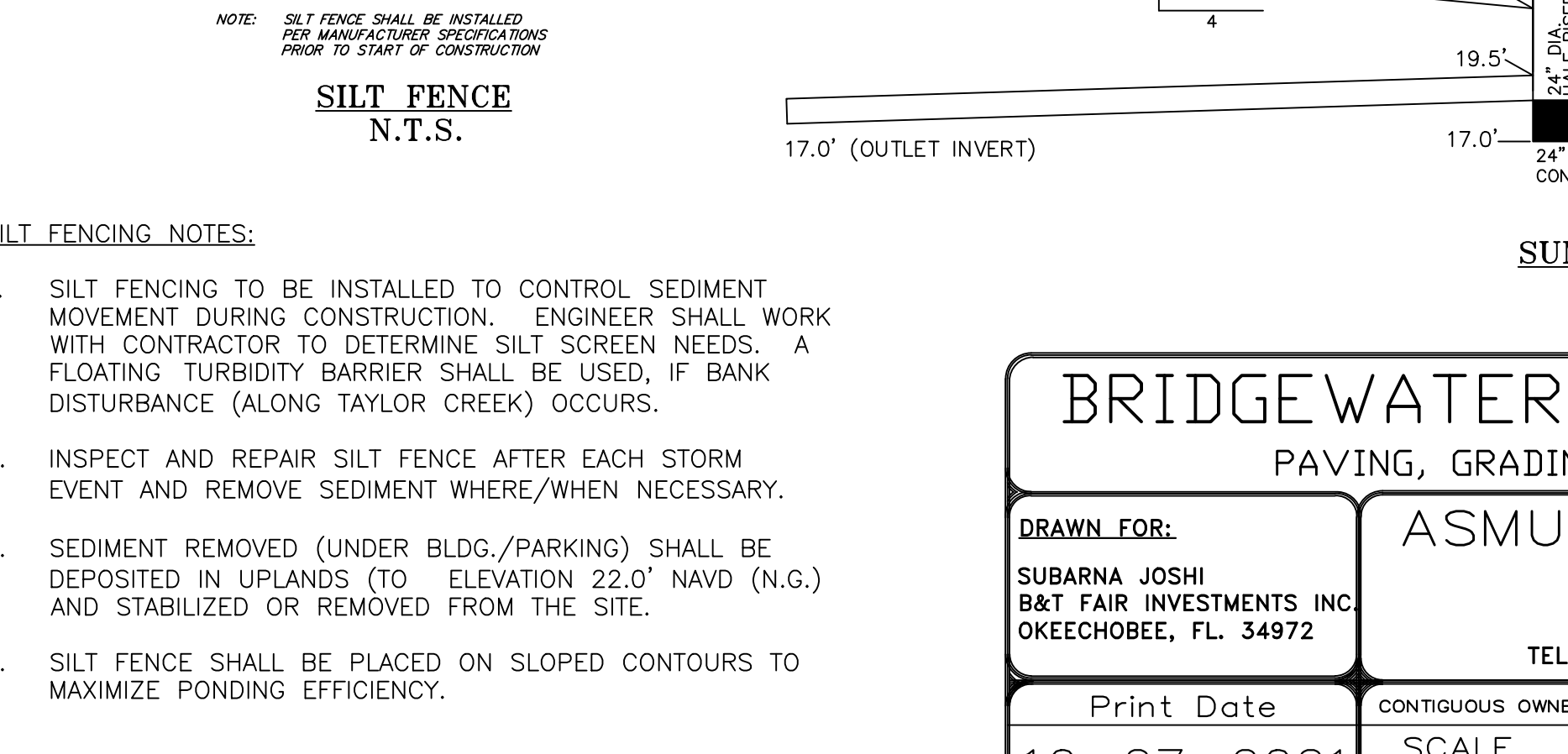
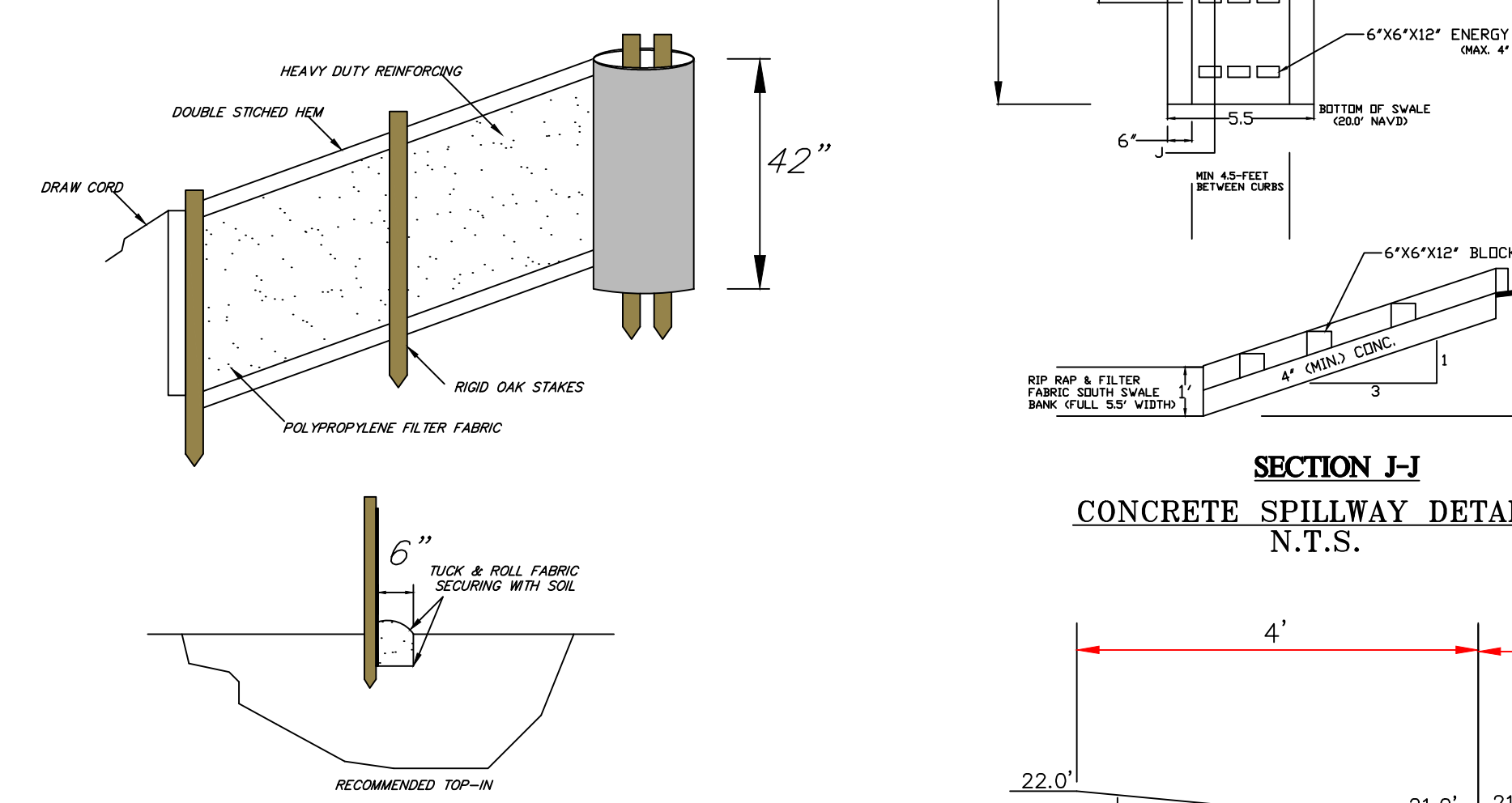
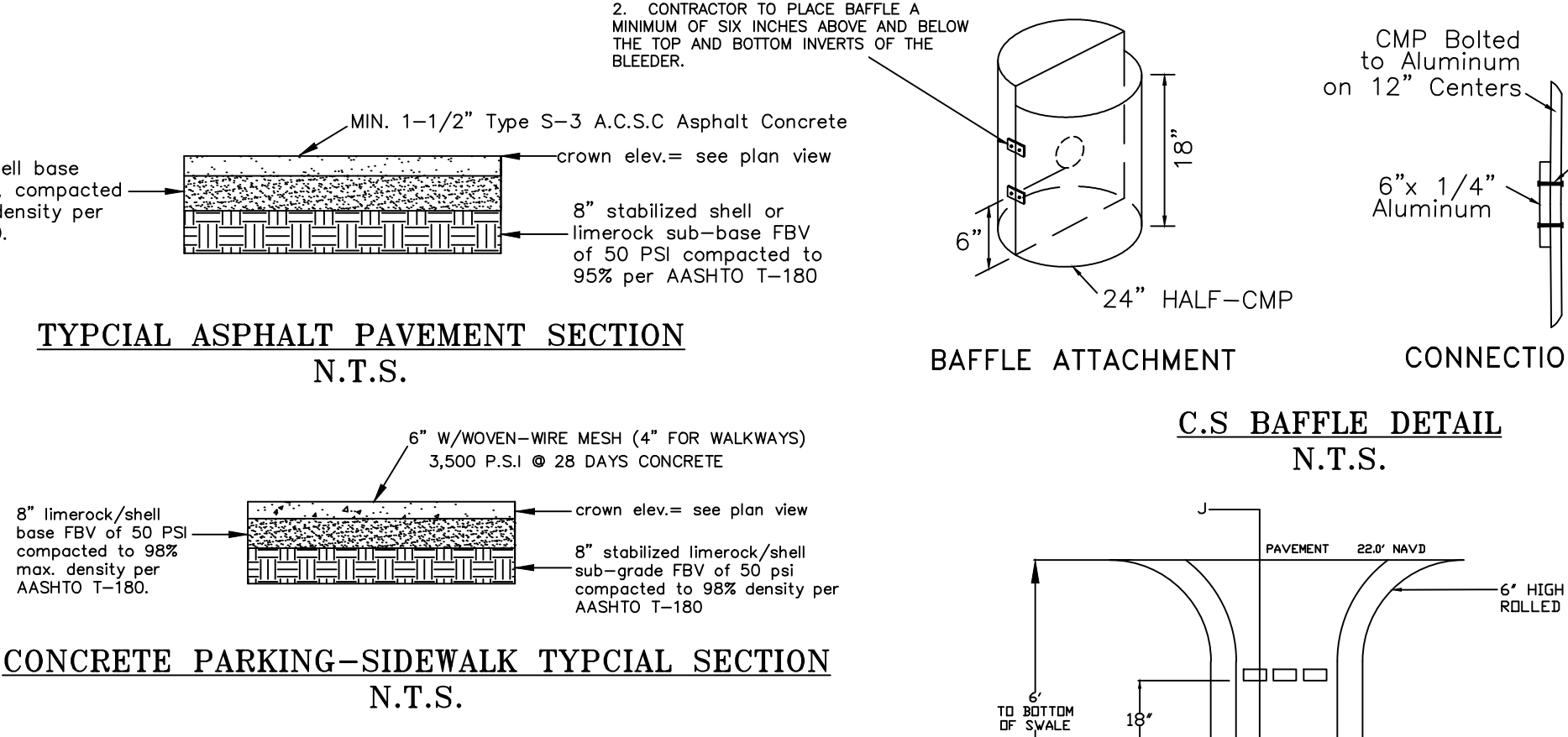
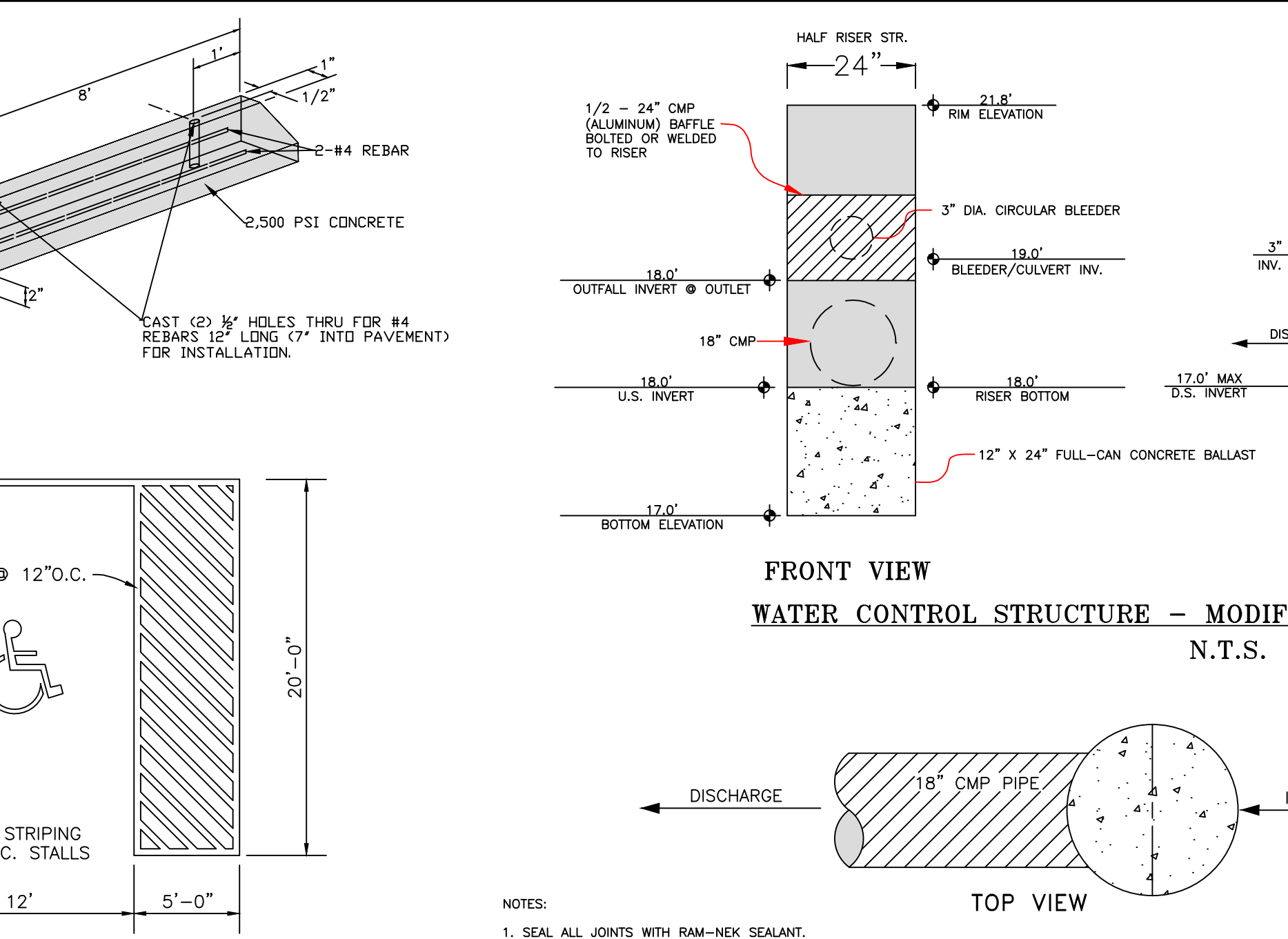
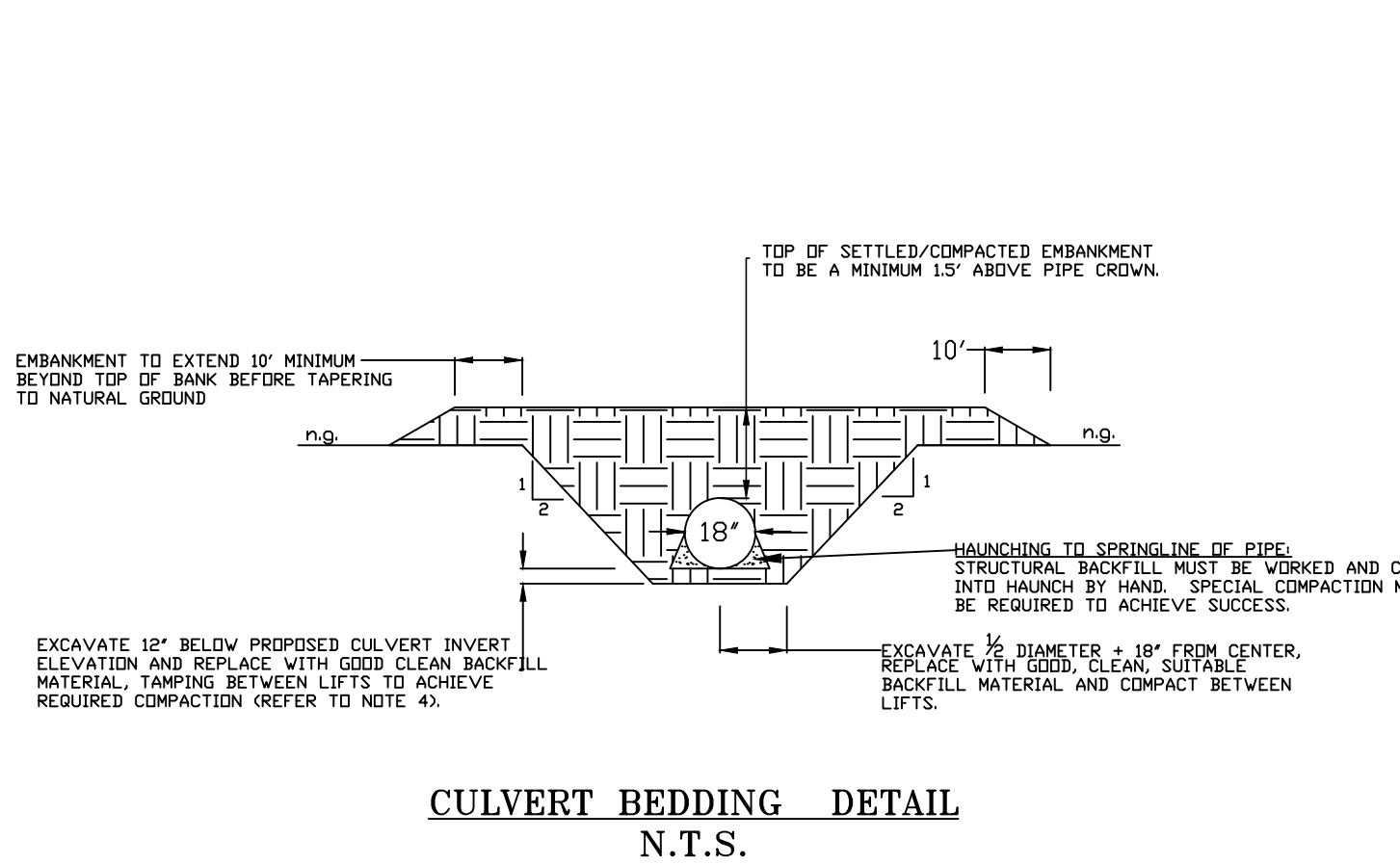
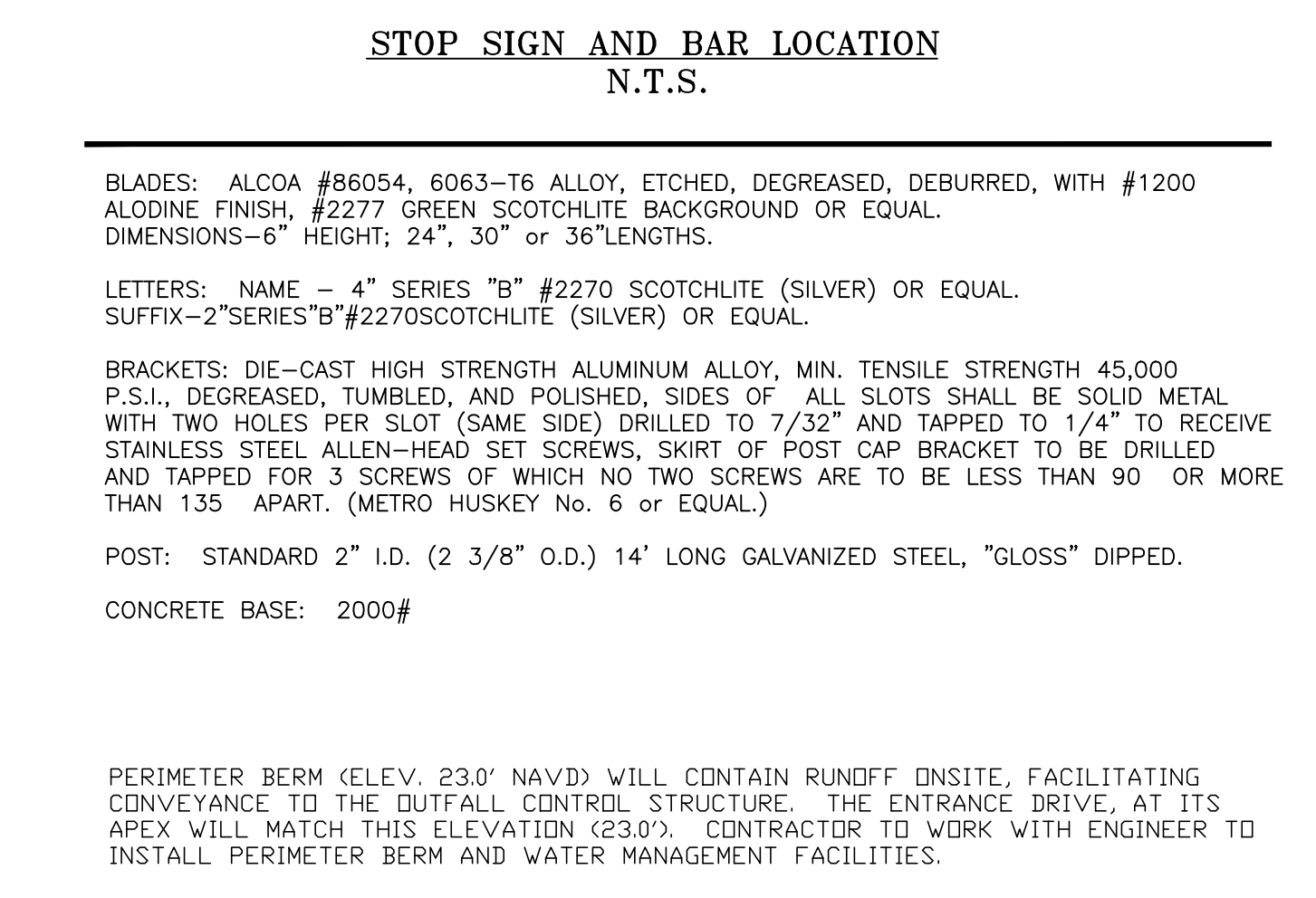
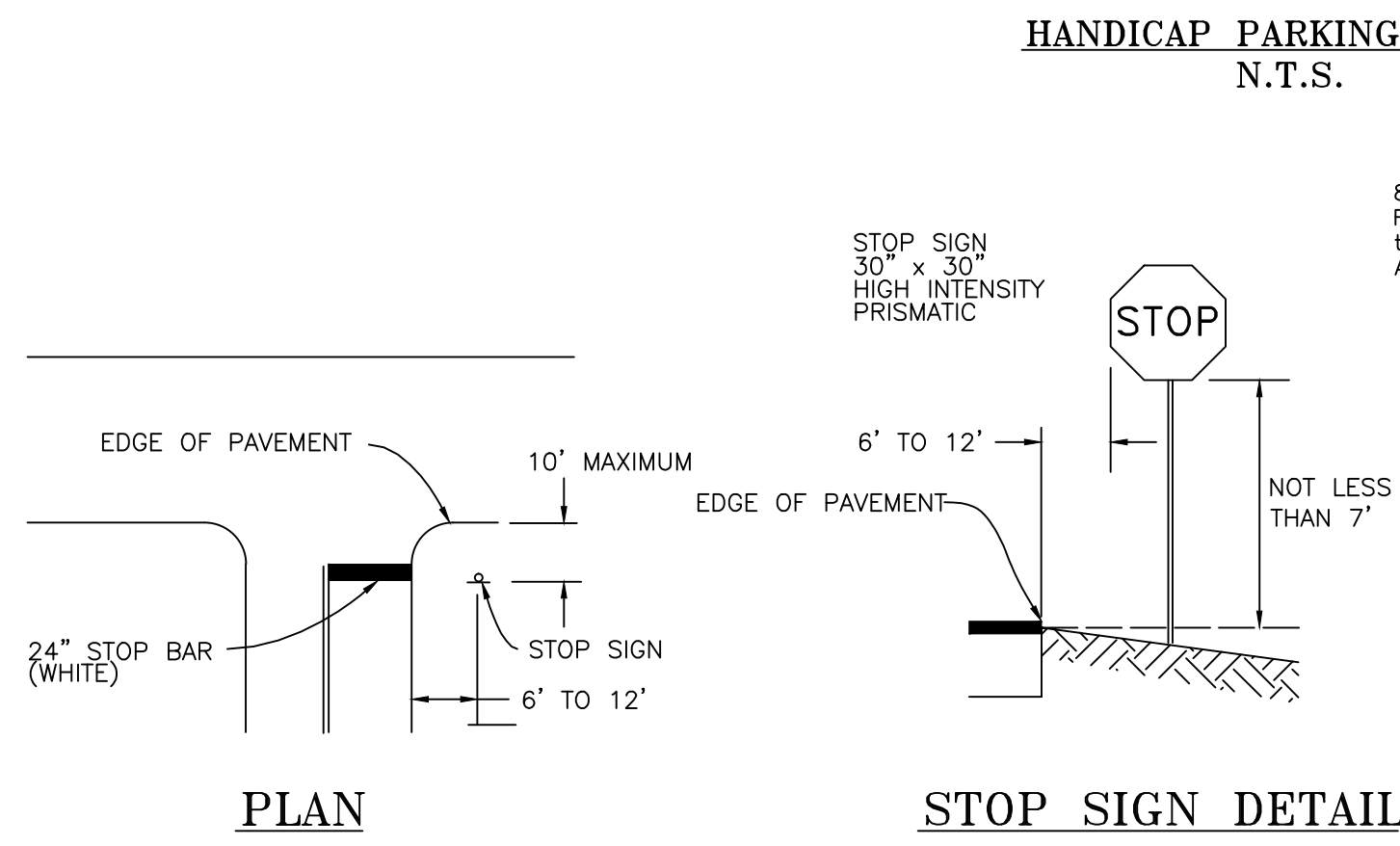
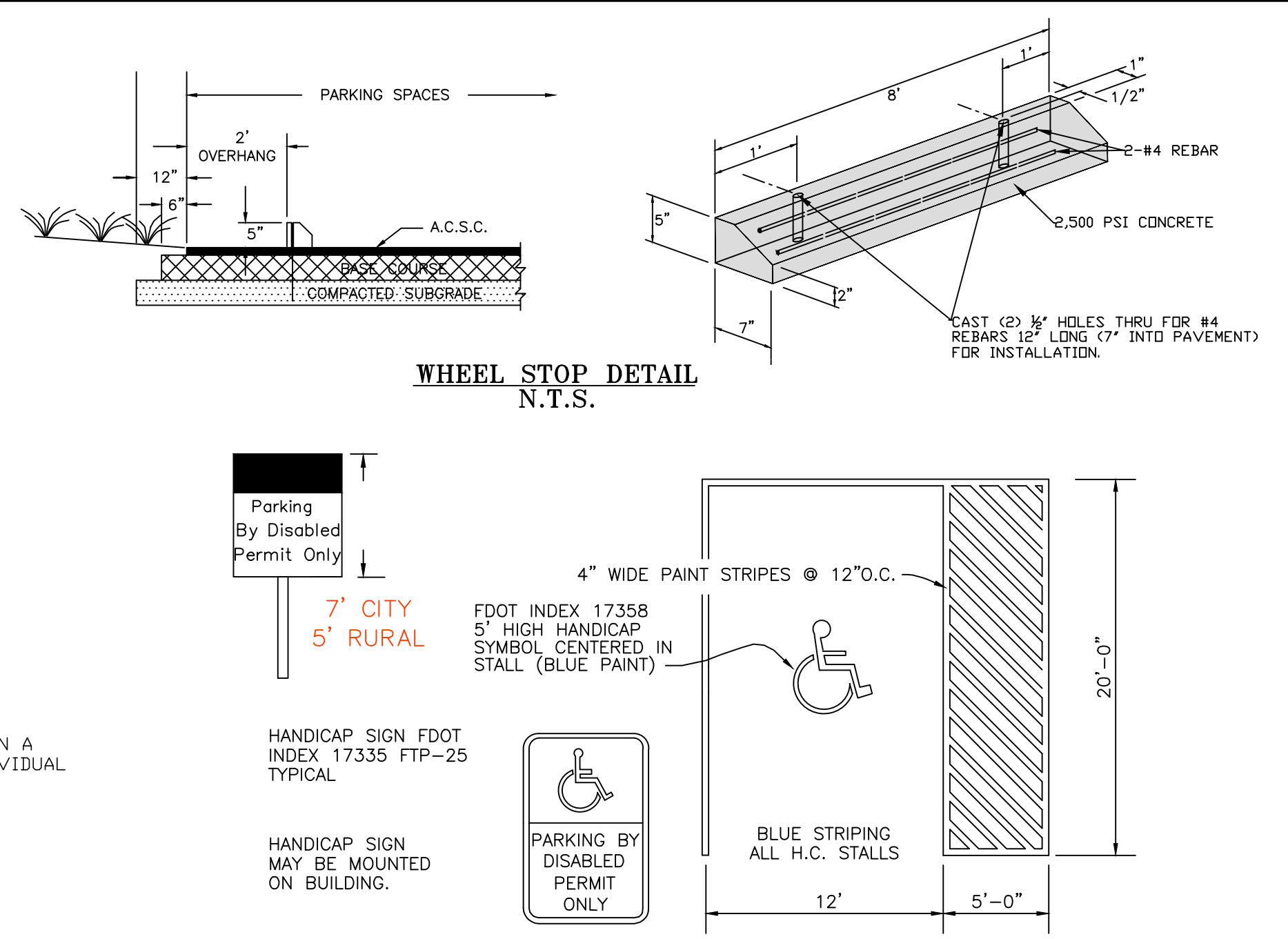
P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

Print Date	CONTIGUOUS OWNERSHIP (1.31 AC)	CADD FILE: Site Plan.dwg	SHEET
10-27-2021	SCALE 1" = 20'	CERTIFICATE OF AUTHORIZATION NO. 26134	2 of 5



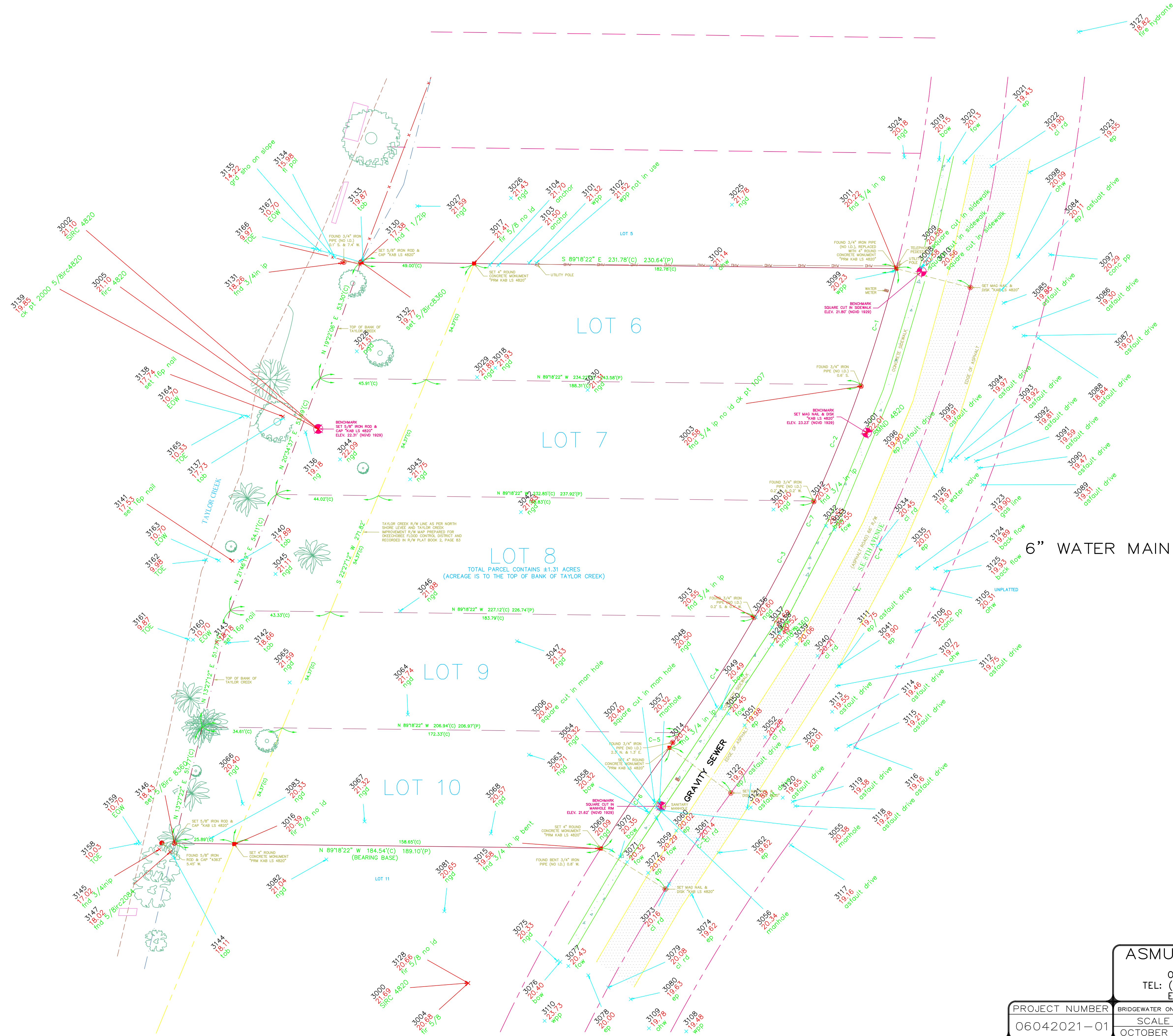
- GENERAL NOTES:**
1. ALL AREAS NOT COVERED BY PAVEMENT OR BUILDING SHALL BE LANDSCAPED (FRONTAGE), SODDED (WMS) OR LEFT IN ITS NATURAL STATE (CANAL BANK).
 2. PERMANENT EROSION CONTROL SHALL BE INCORPORATED AT THE EARLIEST PRACTICAL TIME.
 3. TEMPORARY EROSION CONTROL (INCLUDING, SILT FENCE) SHALL BE USED TO PREVENT EROSION BEING DIRECTED OFFSITE.
 4. TEMPORARY EROSION CONTROLS MAY CONSIST OF (BUT NOT LIMITED TO): GRASSING, SODDING, SAND BAGGING, SLOPE DRAINS, SEDIMENT BASINS, BERMS, BALED HAY OR STRAW, FLOATING TURBIDITY BARRIERS AND STAKED SILT FENCING.
 5. LOCATION OF EXISTING UTILITY LINES AND DRAINAGE STRUCTURE (CONTROL STRUCTURE) ON THESE PLANS ARE APPROXIMATE ONLY. A IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THESE LOCATIONS (PRIOR TO COMMENCEMENT OF CONSTRUCTION).
 6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ANY EXISTING UNDERGROUND UTILITY LINES (NOT SHOWN ON THESE PLANS) AND TO PRESERVE AND PROTECT SAID UTILITY LINES.
 7. WRITTEN DIMENSIONS ON PLANS SUPERCEDE SCALED DIMENSIONS.
 8. CONTRACTOR SHALL SCHEDULE OPERATIONS SUCH THAT A MINIMUM AREA OF UNPROTECTED ERODIBLE EARTH (NECESSARY FOR EFFICIENT CONSTRUCTION OPERATIONS) SHALL BE EXPOSED AT ONE TIME (AND FOR THE SHORTEST DURATION POSSIBLE).
 9. CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE, CABLE T.V. AND ELECTRIC POWER COMPANIES TEN (10) DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION HE INTENDS TO CONDUCT IN THESE SPECIFIC AREAS.
 10. OWNERS DISCLAIM ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS LINES, CONDUITS OF ANY KIND, UTILITIES WHICH LEGALLY OCCUPY ANY STREET, ALLEY, PUBLIC PLACE, EASEMENT OR RIGHT-OF-WAY.
 11. ALL DISTURBED AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND SHALL RECEIVE SOD AS DIRECTED.
 12. ANY DISCREPANCIES ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER (PRIOR TO COMMENCING SAID WORK).
 13. FILL (UNDER BUILDING AND PARKING) SHALL BE COMPACTED IN LIFTS NOT EXCEEDING TWELVE (12) INCHES TO A DENSITY OF 98% PER AASHTO T-180. REFER TO BUILDING PLANS FOR ANY STRUCTURAL COMPACTION REQUIREMENTS.
 14. CONTRACTOR SHALL MAINTAIN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH "THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
 15. CONTRACTOR SHALL OBTAIN COPIES OF ALL REQUIRED PERMITS, PRIOR TO COMMENCING WORK.
 16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE WORK SITE TO INFORM HIMSELF OF THE CONDITION UNDER WHICH THE WORK IS TO BE PERFORMED.
 17. ALL DISPLACED TREES AND OTHER VEGETATIVE MATTER SHALL BE REMOVED FROM THE SITE IN A LEGAL MANNER.
 18. RUNOFF FROM IMPROVEMENTS (INCLUDING PARKING AND BUILDING), IS DESIGNED TO BE DIRECTED TO THE WATER MANAGEMENT SYSTEM (WMS), WHICH INCLUDES SWALES AND DRY DETENTION AREA CONTAINING THE OUTFALL CONTROL STRUCTURE.
 19. OUTFALL CONTROL STRUCTURE IS DESIGNED TO CONTAIN THE DESIGN STAGE (21.8' NAVD - PER DESIGN STORM MODELING), WHILE UTILIZING THE MINIMUM BLEEDER SIZE (3.0-INCHES) RESULTING IN A PEAK DESIGN DISCHARGE OF 0.39 CFS (S-133 BASIN).
 20. THE 100 YEAR - 3 DAY (ZERO DISCHARGE) STAGE WAS CALCULATED AT ELEVATION 22.85' NAVD. MODELING (WITH DISCHARGE) RESULTED IN A STAGE OF 22.1' NAVD. PROPOSED MINIMUM FINISHED FLOOR ELEVATION (23.5' NAVD) EXCEEDS BOTH STAGES.

- IMPORTANT NOTES:**
1. ALL EXPOSED AREAS, INCLUDING SWALES AND DRY DETENTION, WILL BE SODDED USING BAHIA, UPON REACHING FINAL GRADES.
 2. A PRE-CONSTRUCTION MEETING WILL BE CONDUCTED (ENGINEER AND CONTRACTOR) PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 3. SILT FENCING WILL BE USED TO PRECLUDE THE MOVEMENT OF SEDIMENT OFFSITE DURING CONSTRUCTION. DRY SEASON CONSTRUCTION REDUCES THE NEED TO MANAGE RUNOFF.
 4. NO ROADSIDE SWALE EXISTS, SO A DRIVEWAY CULVERT IS NOT PROPOSED. THE EXISTING SIDEWALK WILL BE REPLACED AS A FINAL COMPONENT OF CONSTRUCTION.
 5. DUE TO THE LOW VOLUME OF TRAFFIC ANTICIPATED BY THIS USE, NO TRAFFIC STUDY IS REQUIRED.
 6. THE SITE DOES NOT CONTAIN ANY ENVIRONMENTALLY SENSITIVE LANDS (WETLANDS).
 7. THE EXISTING CORPS EASEMENT IS TO REMAIN UNAFFECTED BY THIS PROJECT. NO BUILDING OR OTHER STRUCTURES ARE PROPOSED THEREIN.
 8. WATER AND SEWER SERVICES WILL BE COORDINATED WITH OKEECHOBEE UTILITY AUTHORITY (OUA). A SIX (6) INCH WATER MAIN IS LOCATED ON THE EAST SIDE OF SE 8TH AVENUE. AN EXISTING LIFT STATION IS LOCATED JUST SOUTH OF THIS PROJECT (WEST OF SE 8TH AVE).
 9. ELEVATIONS WERE COLLECTED IN COOPERATION WITH TRADEWINDS SURVEYING GROUP, LLC.
 10. ALL ELEVATIONS, COLLECTED AS PART OF THIS APPLICATION, ARE REFERENCED TO NAVD (1988). BENCHMARKS, PREVIOUSLY ESTABLISHED, WERE REFERENCED TO NGVD (1929). TO OBTAIN NGVD VALUES, ADD 1.22' TO NAVD VALUES.
 11. CONTRACTOR TO WORK WITH ENGINEER AND SURVEYOR TO MEET THE INTENT OF THESE PLANS.



BRIDGEWATER ON TAYLOR CREEK PAVING, GRADING AND DRAINAGE PLAN			
DRAWN FOR: SUBARNA JOSHI B&T FAIR INVESTMENTS INC OKEECHOBEE, FL 34972		ASMUSSEN ENGINEERING, LLC. P.O. Box 1998 OKEECHOBEE, FLORIDA 34973-1998 TEL: (863) 763-8546 CELL: (863) 610-0043	
Print Date 10-27-2021	CONTIGUOUS OWNERSHIP (1.31 AC) SCALE 06042021-01	CADD FILE: Site Plan.dwg CERTIFICATE OF AUTHORIZATION NO. 26134	SHEET 3 of 5

EX. FIRE HYDRANT



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EMAIL: lasmusse@embarrasmill.com

PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File Topography.dwg	SHEET
06042021-01	SCALE 1"=20'	CERTIFICATE OF AUTHORIZATION	4 of 5
	OCTOBER 27, 2021	26134	

TECHNICAL SPECIFICATIONS:

1. CLEARING AND GRUBBING:

CLEARING AND GRUBBING, WHERE REQUIRED BY THESE PLANS, SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED SPECIFICATIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, COMPLETE REMOVAL OF ALL TREES, BRUSH, STUMPS, ROOTS, SEPTIC REMNANTS, GRASS, WEEDS, RUBBISH AND OTHER UNDESIRABLE MATERIAL (TO A DEPTH OF 18 INCHES BELOW NATURAL GROUND OR PROPOSED FINISHED GRADE, WHICHEVER IS LOWER). AREAS TO BE CLEARED GENERALLY CONSIST OF DRIVES, PAVED PARKING, BUILDING AREA AND WATER MANAGEMENT AREAS.

EROSION CONTROL SHALL BE ACCOMPLISHED BY SEEDING AND MULCHING OR SODDING. CONTRACTOR(S) TO WORK WITH ENGINEER AND CITY STAFF TO MEET THE INTENT OF THESE PLANS.

ALL MATERIAL REMOVED FROM THE SITE SHALL BE LEGALLY DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. ORGANIC MATERIAL MAY BE BURNED ONSITE PROVIDED CONTRACTOR OBTAINS ALL REQUIRED BURN PERMITS. ANY UNBURNED REMAINS SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH ESTABLISHED REQUIREMENTS.

THE CONTRACTOR SHALL MAINTAIN ALL STORMWATER ONSITE DURING CONSTRUCTION AND PREVENT DISCHARGE OF TURBID WATER TO THE RECEIVING SYSTEM. SHOULD SEVERE STORM EVENTS OCCUR, MAKING CONTAINMENT IMPOSSIBLE, CONTRACTOR SHALL TAKE ALL POSSIBLE STEPS TO PREVENT DISCHARGE OF TURBID WATER. "STEPS" INCLUDE: INSTALLATION OF ADDITIONAL SILT FENCE, UTILIZATION OF HAY BALES, CONTAINMENT BERMS AND FOR EXTREMES TREATMENT OF STORMWATER PONDS WITH ALUM.

2. EARTHWORK & GRADING:

ALL EARTHWORK AND GRADING SHALL BE PERFORMED AS REQUIRED TO ACHIEVE FINAL GRADES, TYPICAL SECTIONS (AND ELEVATIONS) INDICATED ON THE PLANS. IN ALL OTHER RESPECTS, MATERIALS AND CONSTRUCTION METHODS FOR EARTHWORK, EMBANKMENT, EXCAVATION AND GRADING SHALL CONFORM TO ALL REQUIREMENTS OF THE CITY OF OKEECHOBEE (REFER TO LDR'S). ANY UNDESIRABLE MATERIAL, WITHIN THREE (3) FEET OF FINISHED ROAD GRADE, SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.

3. PAVING IMPROVEMENTS:

ALL AREAS PROPOSED FOR PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH DESIGN GRADES AND TYPICAL SECTIONS SHOWN HEREIN. CONSTRUCTION SHALL BE IN CONFORMANCE WITH ALL CITY REQUIREMENTS.

A. ASPHALT: PRIME COAT AND TACK COAT FOR BASE COURSES, AND BETWEEN LIFTS, SHALL CONFORM TO THE REQUIREMENTS OF SECTIONS 300-1 THROUGH 300-7 OF THE FDOT SPECIFICATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD AND TACK COAT AT A RATE OF 0.10 GALLONS PER SQUARE YARD, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

ASPHALT SURFACE COURSE SHALL BE TWO-INCHES OF TYPE S-3 PER FDOT SECTION 331, WITH A MAXIMUM AGGREGATE SIZE OF 1/2-INCH AND SHALL HAVE A MINIMUM MARSHALL STABILITY OF 1,000 POUNDS. THICKNESS SHALL BE AS SPECIFIED ABOVE FOR EACH PAVEMENT SECTION.

B. BASE: AN EIGHT-INCH LIMEROCK BASE MATERIAL SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. ALL LIMEROCK-SHELL SHALL MEET THE MINIMUM REQUIREMENTS OF FDOT SECTION 911. AS AN ALTERNATIVE, CEMENTED COQUINA CONFORMING TO FDOT SECTION 915 MAY BE USED AS A SUBSTITUTE, WITH THE SAME COMPACTION SPECIFICATIONS PREVIOUSLY DESCRIBED.

C. SUB-GRADE: A TWELVE-INCH SUB-GRADE SHALL BE COMPACTED TO 98% OF MAXIMUM DENSITY PER AASHTO T-180, AND STABILIZED TO A MINIMUM FBV OF 75 PSI. SUB-GRADE SHALL BE THOROUGHLY ROLLED WITH A PNEUMATIC-TIRED ROLLER PRIOR TO SCHEDULING ANY SUB-GRADE INSPECTION.

D. CONCRETE PAVEMENT:

CONCRETE PAVEMENT SURFACE COURSE SHALL BE FIBER REINFORCED CONCRETE WITH A 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.

COMPACTED SUB-GRADE IN CONFORMANCE WITH ASPHALT SUB-GRADE ABOVE (C).

SUB-GRADE SHALL BE MOISTENED AS REQUIRED TO PROVIDE A UNIFORM DAMPENED SURFACE AT TIME CONCRETE IS POURED.

CONTRACTION JOINTS SHALL BE CONSTRUCTED TRUE TO LINE WITH FACE PERPENDICULAR TO SURFACE OF PAVEMENT. JOINTS SHALL BE PROVIDED IN BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS AT A MAXIMUM SPACING OF EIGHTEEN (18) FEET. DEPTH OF CONTRACTION JOINTS SHALL BE NO GREATER THAN 1/4 NOR LESS THAN 1/5 OF PAVEMENT THICKNESS. CONTRACTION JOINTS SHALL BE FORMED BY SAWING, PRE-MOLDED INSERTS OR HAND TOOL. JOINTS MUST BE COMPLETED BETWEEN FOUR (4) AND EIGHTEEN (18) HOURS AFTER CONCRETE HAS BEEN PLACED.

EXPANSION JOINTS SHALL BE PLACED BETWEEN PROPOSED PAVEMENT & OTHER RIGID STRUCTURES SUCH AS DRAINAGE INLETS & EXISTING CONCRETE SLABS. EXPANSION JOINTS SHALL BE 1/2" WIDE & FILLED WITH A PREFORMED EXPANSION JOINT FILLER, CONFORMING TO AASHTO M-213, & JOINT SEALING COMPOUND, CONFORMING TO AASHTO M-173.

CONSTRUCTION JOINTS SHALL BE USED IF CONCRETE PLACEMENT IS INTERRUPTED LONG ENOUGH TO CAUSE A COLD JOINT. IF POSSIBLE, CONSTRUCTION JOINTS SHALL BE PLACED AT LOCATION OF A PLANNED CONTRACTION JOINT. THE JOINT SHALL BE FORMED BY EITHER A SEMICIRCULAR KEY-WAY 2" DIAMETER OR 14" LONG 6" DOWELS PLACED ACROSS THE JOINT 12" ON CENTER.

FINISH OF CONCRETE SHALL BE A UNIFORM, GRITTY, NON-SLIP SURFACE, BROOM FINISHED WITH A COARSE BROOM TO PROVIDE A NON-SKID SURFACE JUST BEFORE THE WATER SHEEN DISAPPEARS. NO WATER SHALL BE ADDED TO THE SURFACE TO ASSIST FINISHING OPERATIONS. CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST THREE (3) DAYS AFTER PLACEMENT. A LIQUID CURING MEMBRANE, TRANSLUCENT WITH A FUGITIVE DYE AND CONFORMING TO AASHTO M-148, SHALL BE APPLIED IMMEDIATELY AFTER FINISHING HAS BEEN COMPLETED. READY-MIXED CONCRETE SHALL CONFORM TO AASHTO M-157. SLUMP SHALL BE BETWEEN TWO (2) AND FOUR (4) INCHES. NO WATER SHALL BE ADDED TO INCREASE WORKABILITY.

E. SOD: DISTURBED AREAS, INCLUDING SWALES ADJACENT TO ACCESS POINTS, WILL BE SODDED WITH BAHIA TO CONTROL WASHING/EROSION GOING FORWARD. RETENTION BOTTOMS WILL ALSO BE SODDED WITH BAHIA.

F. SEEDING, FERTILIZING AND MULCHING: ALL DISTURBED AREAS SHALL BE STABILIZED WITH SEED, FERTILIZER AND MULCH UPON COMPLETION AND ACCEPTANCE (BY ENGINEER) OF FINAL GRADING. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A STAND OF GRASS SUFFICIENT TO PREVENT EROSION AND TO ALLOW REMOVAL ANY TEMPORARY SILT FENCING. THIS APPLIES TO AREAS NOT COVERED BY SOD.

G. TESTING: CONTRACTOR SHALL SECURE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTING (INCLUDING COMPACTION AND THICKNESS) ON SUB-GRADE, BASE, ASPHALT AND CONCRETE. ALL TEST RESULTS WILL BE PROVIDED TO ENGINEER UPON RECEIPT, INCLUDING A MAP OF TEST LOCATIONS. TEST LOCATIONS SHALL BE THE MINIMUM AS REQUIRED BY THE CITY. ENGINEER WILL REQUIRE TESTING OF DRIVES (TWO IN THE RIGHT-OF-WAY AND TWO ONSITE), PARKING (FOUR) AND FOUNDATION (FOUR). SHOULD ANY TEST FAIL, CONTRACTOR SHALL (AT HIS OWN EXPENSE) REPAIR DEFICIENCIES AND RE-TEST UNTIL COMPLIANCE WITH SPECIFICATIONS IS DEMONSTRATED.

H. TRAFFIC CONTROL: INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND CITY REQUIREMENTS.

4. DRAINAGE IMPROVEMENTS:

ALL LABOR, MATERIALS AND CONSTRUCTION METHODS SHALL BE IN CONFORMANCE WITH MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. TRENCH EXCAVATION AND BACK-FILLING OPERATIONS SHALL MEET OR EXCEED CITY REQUIREMENTS (AND/OR DUA). CONTRACTOR SHALL PROVIDE BACK-FILL COMPACTION TESTING TO DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS.

CONTRACTOR SHALL COMPLY WITH CHAPTER 90-96, LAWS OF FLORIDA, WHICH REQUIRES CONTRACTOR PERFORMING TRENCH EXCAVATIONS (OVER FIVE FEET IN DEPTH) TO COMPLY WITH ALL APPLICABLE TRENCH SAFETY STANDARDS & SHORING REQUIREMENTS AS SET FORTH IN THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION'S (OSHA) EXCAVATION & SAFETY STANDARDS, 29 C.F.R. 19926.650, SUBPART P & INCORPORATED AS A STATE STANDARD (AS REVISED OR UPDATED). COST OF COMPLIANCE SHALL BE INCLUDED AS A SEPARATE LINE ITEM ON CONTRACTOR'S BID. OTHERWISE, CONTRACTOR CERTIFIES COST OF COMPLIANCE IS INCLUDED IN THE UNIT COST OF ALL ITEMS OF WORK, WHICH THIS REQUIREMENT APPLIES.

EROSION AND SEDIMENT CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT LEVELS OF POLLUTANTS, WHICH MAY REACH SURFACE AND/OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT IN EROSION. EXCESSIVE QUANTITIES OF SEDIMENT REACHING WATER BODIES HAS BEEN SHOWN TO ADVERSELY AFFECT THE PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES OF RECEIVING WATERS. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE THE HYDRAULIC CAPACITY, REDUCE THE CONVEYANCE CAPACITY OF CULVERTS AND OTHER CONVEYANCE FACILITIES AND ADVERSELY IMPACT BENTHIC INVERTEBRATE AND FISH SPECIES THROUGH SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE REDUCE PRIMARY PRODUCTIVITY WITHIN THESE RECEIVING SYSTEMS.

MINIMUM STANDARDS:

1. SEDIMENT BASINS, PERIMETER BERMS, EROSION CONTROL BARRIERS AND OTHER MEASURES, IMPLEMENTED TO TRAP SEDIMENT TRANSPORT, SHALL BE CONSTRUCTED AS THE FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE ANY LAND DISTURBANCE TAKES PLACE.

2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS (AT THE TIME OF CONSTRUCTION) AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING, FLOATING OR BLOWING ONTO ADJACENT PROPERTIES.

3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED (ON ANY PORTION OF THE SITE). TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE, BUT WILL REMAIN UNDISTURBED FOR LONGER THAN THIRTY (30) DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS LEFT UNDISTURBED FOR MORE THAN ONE (1) YEAR.

4. DURING CONSTRUCTION, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. APPLICANT IS RESPONSIBLE FOR TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL STOCKPILES MAINTAINED ON-SITE, AS WELL AS, SOIL INTENTIONALLY TRANSPORTED FROM THE SITE.

5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS, NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE ENGINEER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL FUNCTION TO INHIBIT EROSION GOING FORWARD.

6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, PERIMETER BERMS, DIKES AND DIVERSIONS IMMEDIATELY FOLLOWING INSTALLATION.

7. SURFACE RUNOFF FROM DISTURBED AREAS, THAT ARE COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO ONE (1) ACRE, SHALL BE CONTROLLED BY A SEDIMENT BASIN. SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE ANTICIPATED SEDIMENT LOADING FROM DISTURBED AREAS. OUTFALL DEVICE DESIGN SHALL TAKE INTO ACCOUNT TOTAL DRAINAGE AREA FLOWING THROUGH THE DEVICE FROM DISTURBED AREAS.

8. FOLLOWING ANY SIGNIFICANT RAINFALL EVENT, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY AND FUNCTIONALITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.

9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL OR STRUCTURE.

10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER EFFECTIVE PROTECTION SHALL BE PROVIDED.

11. PRIOR TO SWALES OR DRY DETENTION BECOMING OPERATIONAL, COMPACTION AND SODDING OF THESE AREAS SHALL BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND ALL CITY REQUIREMENTS.

12. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE THE INTENDED PURPOSE IS ACCOMPLISHED. DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY BE RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.

13. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS, IN ADDITION TO ALL OTHER APPLICABLE CRITERIA:

- A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
- B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
- C. EFFLUENT FROM DE-WATERING OPERATIONS, IF PROPOSED, SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH. THEN DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT RECEIVING SYSTEMS OR ADJACENT LANDS.
- D. RE-STABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE ESTABLISHED REGULATIONS.

14. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE TRANSPORT OF SEDIMENT BY TRACKING ONTO PAVED SURFACES. AREAS WHERE SEDIMENT IS TRANSPORTED ONTO PUBLIC ROAD SURFACES SHALL BE CLEANED REGULARLY. SEDIMENT SHALL BE REMOVED FROM ROADS BY SHOVELING OR SWEEPING WITH TRANSPORT TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER COMPLETION OF CONSTRUCTION OR UNTIL TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBED SOIL AREAS, RESULTING FROM DISPOSITION OF TEMPORARY MEASURES, SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND/OR SEDIMENTATION.

16. PROPERTIES AND WATERWAYS DOWNSTREAM FROM THE CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION.






17. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW CITY REQUIREMENTS, USING DETAILS CONTAINED HEREIN AS A GUIDE.

UTILITY NOTES:

- 1. ALL FITTINGS AND STOPS SHALL BE BRASS PACK JOINT TYPE WITH CLAMP SCREW RETAINERS.
- 2. SERVICE SHALL NOT TERMINATE BENEATH PAVEMENT, SIDEWALK OR OTHER STRUCTURE.
- 3. EACH SERVICE SHALL TERMINATE AT A CURB STOP WHICH SHALL BE BURIED APPROXIMATELY 7" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" X 2" X 18" STAKE WITH THE TOP PAINTED BLUE AND MARKED WITH THE LOT TO BE SERVED.
- 4. CORPORATION STOP BENEATH PAVEMENT SHALL BE INSTALLED HORIZONTALLY AND HAVE BOX AND COVER TO ALLOW OPERATION.
- 5. CURBS STOP SHALL BE LOCKING TYPE, STRAIGHT BALL VALVE WITH OUTLET SIZE AND THREADS TO MATCH INTENDED METER.
- 6. PROVIDE SCH 40 PVC CASING PIPE 4' BENEATH AND 4' BEYOND EDGES OF PAVEMENT.
- 7. SUCCESSIVE TAPS INTO THE WATER MAIN SHOULD BE SPACED AT A MINIMUM EIGHTEEN (18) INCHES.
- 8. THE SERVICE LINE SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP OR WYE BRANCH WITH NO FITTINGS IN BETWEEN.
- 9. APPROVED BACKFLOW PREVENTION IS REQUIRED ON ALL SERVICES.
- 10. SERVICE CONNECTIONS ARE ALLOWED ONLY ON WATER MAINS 12" DIA. AND SMALLER. A SIX (6) INCH MAIN IS LOCATED EAST OF SE 8TH AVENUE.

ASMUSSEN ENGINEERING, LLC.
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PROJECT NUMBER	BRIDGEWATER ON TAYLOR CREEK	File Specifications.dwg	SHEET
06042021-01	SCALE N.T.S.	CERTIFICATE OF AUTHORIZATION	5 of 5
	OCTOBER 27, 2021	26134	

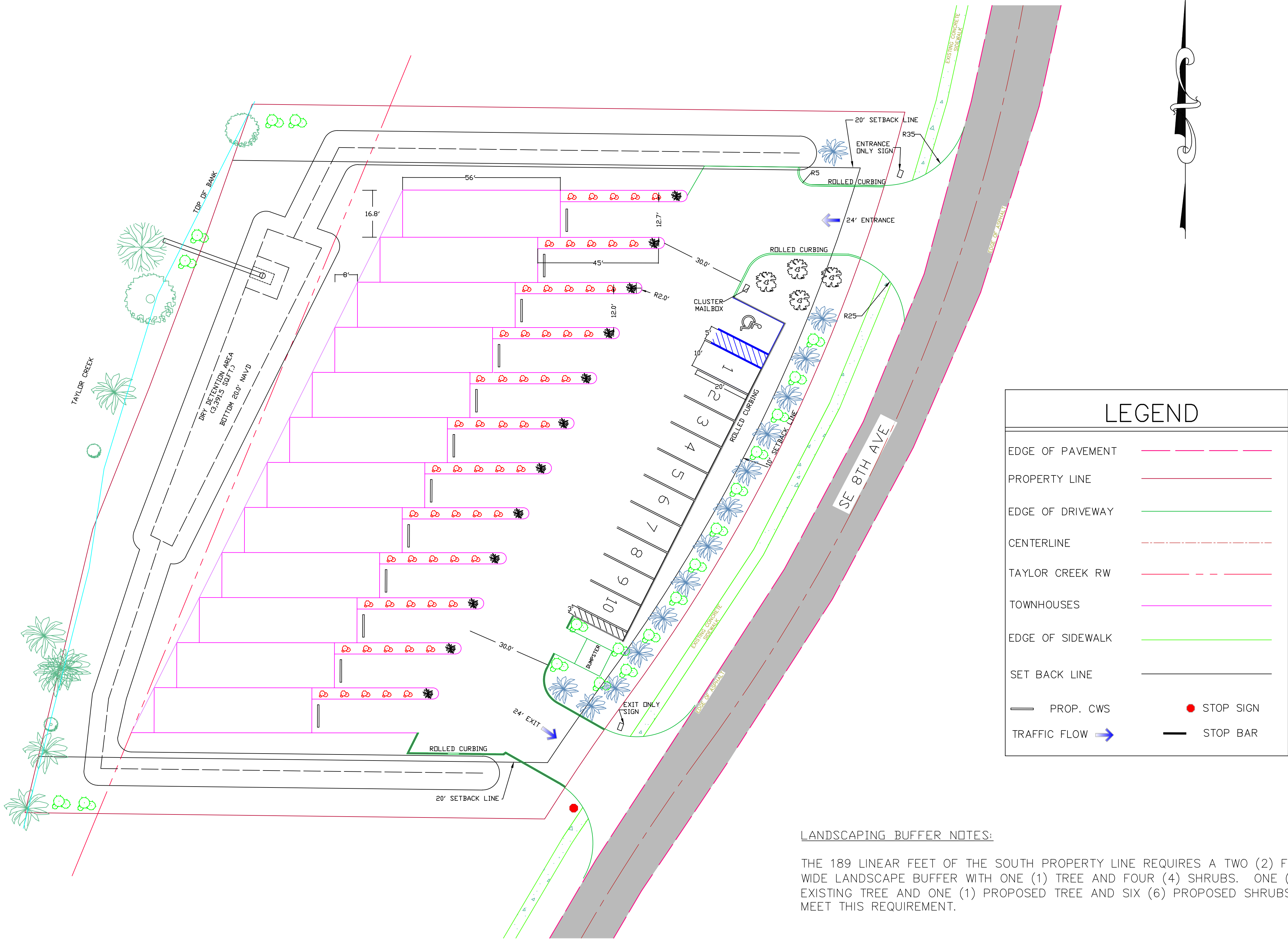
LANDSCAPING TABLE		
REQUIRED LANDSCAPING		NOTES
36	TREES	1. The four (4) existing oak trees at the front of the property are to be removed. 2. The shrub symbols (G3) & (C2) represents three (3) shrubs. 3. The Foxtail Palms should be planted a minimum of fifteen (15) feet apart. 4. According to landscaping requirements, tree clusters shall not exceed 50' on centers abutting the street.
42	SHRUBS	
EXISTING TREES TO REMAIN		
7	TOTAL	
PROPOSED LANDSCAPING		
	42	COCOPLUM Chrysobalanus icaco (Red Tip)
	78	SWEET VIBURNUM Viburnum odoratissimum
	14	FOXTAIL PALMS Wodyetia bifurcata
	12	SABAL PALMS Sabal palmetto
	4	CREPE MYRTLES Lagerstroemia indica
LANDSCAPING PROVIDED		
37	TREES & 120 SHRUBS	

LANDSCAPING NOTES:

- ALL PLANTS WILL BE FLORIDA GRADE NO. 1 (OR BETTER) IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. NURSERY STOCK SHALL MEET MINIMUM REQUIREMENTS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.
- PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM MUTILATION, PLANT DISEASES, INSECT PESTS OR THEIR EGGS, AND FUNGUS AND SHALL HAVE HEALTHY NORMAL ROOT SYSTEMS. PLANTS SHALL BE NURSERY STOCK IN CONTAINERS OR FRESHLY DUG, BALLED AND BURLAPPED.
- CALIPER MEASUREMENT, HEIGHT MEASUREMENT, HEIGHT RELATION TO CALIPER SPREAD, BARE ROOT AND BALL DIMENSIONS, NUMBER OF CANES, TYPES OF VINES AND GROUND COVERS, ETC., SHALL CONFORM TO APPLICABLE STANDARDS GIVEN IN THE "ASNS".
- EXISTING TREES, LOCATED WHERE PARKING AND/OR BUILDING CONSTRUCTION IS PROPOSED, ARE TO BE REMOVED. EXISTING TREES LOCATED OUTSIDE THE WEST LEG OF THE PERIMETER BERM (ALONG THE BANK LEADING TO TAYLOR CREEK) ARE TO BE RETAINED.
- WE HEREBY CERTIFY THAT THE LANDSCAPING PLANS ARE IN FULL AND COMPLETE COMPLIANCE WITH THE LANDSCAPING REQUIREMENTS OF THE CITY OF OKEECHOBEE LAND DEVELOPMENT REGULATIONS.
- EXISTING TREES LOCATIONS WERE PROVIDED WITH THE SURVEY BY TRADEWINDS SURVEYING GROUP, LLC.
- PER LDC SECTION 90-533(7), THE REMAINDER OF THE PARKING LANDSCAPE AREAS SHALL BE LANDSCAPED WITH GRASS, GROUND COVER OR OTHER LANDSCAPING MATERIAL (SUCH AS MULCH).
- PER LDC SECTION 90-538(D) AND 90-543, TREES AND SHRUBS SHALL NOT BE PLANTED IN A LOCATION WHERE AT MATURITY THEY WOULD INTERFERE WITH UTILITY SERVICES.

SHRUB NOTES:

- COCOPLUM IS ONE OF THE MOST COMMON HEDGES IN SOUTH FLORIDA. IT DOESN'T GROW FAST, SO TRIMMING IS MINIMAL WHEN COMPARED TO A FIGUS HEDGE. THE NEW LEAVES ARE COLORED RED, WHICH GIVES IT MORE COLOR THAN TRADITIONAL "ALL GREEN" HEDGES. IT IS A PERENNIAL, WITH A LOW WATER REQUIREMENT (ONCE ESTABLISHED). FULL OR PARTIAL SUN IS RECOMMENDED. THE MAXIMUM HEIGHT IS AROUND FOUR (4) FEET.
- SWEET VIBURNUM BUSHES HAVE EXTREMELY FRAGRANT FLOWERS, BUT THE SHRUB CAN BE ENORMOUS. AT SIX (6) METERS TALL, IT CAN BE CONSIDERED A SMALL TREE. IN SPRINGTIME, THE ENTIRE CANOPY IS COVERED WITH TINY BLOSSOMS, MAKING THIS A LANDSCAPING FAVORITE. IT ENJOYS PARTIAL OR FULL SUN AND ACCEPTS ALMOST ANY TYPE OF SOIL FROM SANDS TO CLAYS, AS WELL AS, ACIDIC TO ALKALINE SOILS. ALTHOUGH THIS SHRUB IS RELATIVELY MAINTENANCE FREE, SHAPING WILL BE REQUIRED TO CONTROL IT'S SIZE AND SPREAD. SURFACE ROOTS ARE USUALLY NOT A PROBLEM AND THE SHRUB'S LONG-TERM HEALTH IS USUALLY NOT THREATENED BY PESTS.
- BOTH OF THESE SHRUBS REQUIRE WATERING ONLY UNTIL THEY BECOME ESTABLISHED. ONCE ESTABLISHED, NO IRRIGATION WILL BE REQUIRED.



LANDSCAPING BUFFER NOTES:

THE 189 LINEAR FEET OF THE SOUTH PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH ONE (1) TREE AND FOUR (4) SHRUBS. ONE (1) EXISTING TREE AND ONE (1) PROPOSED TREE AND SIX (6) PROPOSED SHRUBS MEET THIS REQUIREMENT.

THE 265 LINEAR FEET OF THE WEST PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH TWO (2) TREES AND FIVE (5) SHRUBS. EXISTING TREES AND SIX (6) PROPOSED SHRUBS MEET THIS REQUIREMENT.

THE 231 LINEAR FEET OF NORTH PROPERTY LINE REQUIRES A TWO (2) FOOT WIDE LANDSCAPE BUFFER WITH TWO (2) TREES AND FIVE (5) SHRUBS. ONE (1) EXISTING TREE AND ONE (1) PROPOSED TREE AND SIX (6) SHRUBS MEET THIS REQUIREMENT.



SWEET VIBURNUM



COCOPLUM

BRIDGEWATER ON TAYLOR CREEK
LANDSCAPING PLAN

DRAWN FOR:

SUBARNA JOSHI
B&T FAIR INVESTMENTS INC.
OKEECHOBEE, FL. 34972

Print Date

10-27-2021

P.O. Box 1998
OKEECHOBEE, FLORIDA 34973-1998
TEL: (863) 763-8546 CELL: (863) 610-0043

CONTIGUOUS OWNERSHIP (1.31 AC)

SCALE 1" = 20'

CADD FILE: Site Plan.dwg

CERTIFICATE OF AUTHORIZATION NO. 26134

EXHIBIT

1



PROPERTY INFORMATION REPORT

Client: McCarthy Summers Wood Norman Melby & Schultz P.A

Address: 2400 S.E. Federal Highway 4th Floor
Stuart, FL 34994

Order No.: 2289423FL-A

This will serve to certify that WFG National Title Insurance Company has caused to be made a search of the Public Records of County, Florida, ("Public Records") as contained in the office of the Clerk of the Circuit Court of said County, from **April 3, 1993**, through **April 3, 2023 at 8:00 A.M.**, as to the following described real property lying and being in the aforesaid County, to-wit:

A PARCEL OF LAND IN SECTION 22, TOWNSHIP 37 SOUTH, RANGE 35 EAST, OKEECHOBEE COUNTY, FLORIDA, BEING ALL OF LOTS 6 THROUGH 10, INCLUSIVE, TAYLOR CREEK MANOR, PLAT BOOK 3, PAGE 4, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, SAID CORNER BEING ON THE WESTERLY LINE OF THE RIGHT-OF-WAY FOR THE UNNAMED STREET, 66 FEET IN WIDTH, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR, AND AS DEDICATED AND SHOWN ON THE PLAT OF WILCOX SHORES, PLAT BOOK 2, PAGE 89, PUBLIC RECORDS OF OKEECHOBEE COUNTY, FLORIDA, NOW NAMED SOUTHEAST 8TH AVENUE, SAID CORNER BEING A POINT ON A CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 601.12 FEET, A RADIAL LINE BEARS N75°47'43"W FROM SAID POINT TO THE RADIUS POINT;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING 2 COURSES;

(1) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 22°00'13", A DISTANCE OF 230.85 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 738.75 FEET;

(2) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE SUBTENDING A CENTRAL ANGLE OF 4°05'31", A DISTANCE OF 52.76 FEET, TO A POINT OF NON-TANGENCY, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11, AS SHOWN ON SAID PLAT OF TAYLOR CREEK MANOR;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N89°26'45"W, ALONG THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 199.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY EDGE OF TAYLOR CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE ALONG THE EASTERLY EDGE OF TAYLOR CREEK, MORE OR LESS, FOR THE FOLLOWING 4 COURSES;

(1) THENCE N14°28'24"E, A DISTANCE OF 90.83 FEET;

(2) THENCE N17°52'43"E, A DISTANCE OF 36.13 FEET;

(3) THENCE N11°26'53"E, A DISTANCE OF 63.57 FEET;

(4) THENCE N23°04'28"E, A DISTANCE OF 72.94 FEET, TO THE SOUTHWEST CORNER OF AFORESAID LOT 5;

THENCE, DEPARTING THE EASTERLY EDGE OF TAYLOR CREEK, S89°26'45"E, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 251.80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

B & T Fair Investments, Inc., a Florida Corporation

The following liens against the said real property recorded in the aforesaid Public Records have been found:

- 1. Mortgage recorded in Official Records Instrument No. 2022005264.**
- 2. Assignment of Rents recorded in Official Records Instrument No. 2022005386.**
- 3. Notice of Commencement recorded in Official Records Instrument No. 2022005387.**

NOTE: 2022 Ad Valorem Taxes and Assessments in the amount of \$3,035.82 are showing as Paid under Tax Id/UPI No. 3-22-37-35-0260-00000-0060.

The following items affecting the said real property recorded in the aforesaid Public Records have been found:

- 1. Plat of Taylor Creek Manor, recorded in Plat Book 3, Page 4.**
- 2. Plat of North Shore Levee and Taylor Creek Improvement, recorded in Plat Book 2, Page 83.**
- 3. Declaration of Protective Covenants, Conditions and Restrictions for Bridgewater on Taylor Creek, recorded in Official Records Book 622, Page 1919.**
- 4. Notice of Approval of Parcel Joinder recorded in Official Records Instrument No. 2021013117.**

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

The contractual liability of the issuer of a property information report is limited to the person or persons expressly identified by name in the property information report as the recipient or recipients of the property information report and may not exceed the amount paid for the property information report.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party. This Report may not be used by a WFG National Title Insurance Company agent for the purpose of issuing a WFG National Title Insurance Company title insurance commitment or policy.

NOTICE

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

IN WITNESS WHEREOF, WFG National Title Insurance Company has caused this Report to be issued.



FILE NUM 2007001960
OR BK 00622 PG 1919
SHARON ROBERTSON, CLERK OF CIRCUIT COURT
DKEECHOBEE COUNTY, FL
RECORDED 02/07/2007 11:15:47 AM
RECORDING FEES 639.00
RECORDED BY G Mewbourn
Pgs 1919 - 1993; (75pgs)

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDGEWATER ON TAYLOR CREEK**

COPY

THIS INSTRUMENT PREPARED BY:

*Kenneth A. Norman, Esq.
McCarthy, Summers, Bobko, Wood,
Sawyer & Perry, P.A.
2400 S.E. Federal Highway, 4th Floor
Stuart, Florida 34994*

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COPY

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Protective Covenants, Conditions and Restrictions for BRIDGEWATER ON TAYLOR CREEK (the "DECLARATION"), is made and entered into as of the 1st day of February, 2007, by AZBlue, LLC, a Florida limited liability company, hereinafter referred to as the "DEVELOPER."

RECITALS

A. The DEVELOPER is the owner of the Property (as defined in Section 1) and desires to subdivide the Property in accordance with the Plat (as also defined in Section 1).

B. The DEVELOPER desires to provide for the preservation of the values and amenities in the community and for the maintenance of the open spaces and other common facilities; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each OWNER (as defined in Section 1) thereof.

C. The DEVELOPER has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

D. The DEVELOPER has incorporated under the laws of the State of Florida, as a corporation not-for-profit, BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., the purpose of which shall be to exercise the functions aforesaid.

DECLARATION

NOW, THEREFORE, the DEVELOPER declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

1 **DEFINITIONS.** Unless prohibited by the context in which they are used, the following words, when used in this DECLARATION, shall be defined as set out below:

1.1 **Articles.** "Articles" shall mean and refer to the Articles of Incorporation of the ASSOCIATION, as such Articles may be amended from time to time.

1.2 **Assessment.** "Assessment" shall mean and refer to those charges made by the ASSOCIATION from time to time against each Unit within the Property for the purposes set forth herein, and shall include, but not be limited to Original and Annual Assessments for Common Expenses and Special Assessments for Capital Improvements.

1.3 **ASSOCIATION.** "ASSOCIATION" shall mean BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation. Copies of the Articles and Bylaws of the ASSOCIATION are attached to this DECLARATION as Exhibits "A" and "B", respectively.

1.4 **BOARD.** "BOARD" shall mean the Board of Directors of the ASSOCIATION.

1.5 **BRIDGEWATER ON TAYLOR CREEK.** "BRIDGEWATER ON TAYLOR CREEK" shall mean the real estate development located in Okeechobee County, Florida, developed by the DEVELOPER, which includes the Property and any additional real property to be added to the Property upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.6 **Bylaws.** "Bylaws" shall mean and refer to the Bylaws of the ASSOCIATION, as such Bylaws may be amended from time to time.

1.7 **Common Expenses.** "Common Expenses" shall mean and refer to all expenses incurred by the ASSOCIATION in connection with its ownership and/or maintenance of the Common Area and other obligations set forth herein, or as may be otherwise determined by the BOARD.

1.8 **Common Area.** "Common Area" or "Common Areas" shall mean and refer to those portions of the Property which are intended to be devoted to the common use and the enjoyment of the OWNERS, and occupants, in this DECLARATION, as well as the portion of the Property, less the Lots, and all personal property owned, leased by or dedicated to the ASSOCIATION for the common use and enjoyment of the OWNERS and occupants.

1.9 **Common Structural Elements.** "Common Structural Elements" shall mean certain elements, fixtures or parts contained in a "Building" (as defined in Section 6 hereof) which are structural elements of more than one Unit contained therein.

1.10 **Conservation Areas.** "Conservation Area" or "Conservation Areas" shall mean and refer to those portions of the Property designated as Conservation Areas on the Plat, or identified as Conservation Areas in any agreements between the South Florida Water Management District and the DEVELOPER or the ASSOCIATION, in any permits issued to the DEVELOPER or the ASSOCIATION by the South Florida Water Management District or any other governmental entity, or in any agreement between the DEVELOPER or the ASSOCIATION and any governmental entity. The ASSOCIATION has the obligation to maintain the Conservation Areas.

1.11 **County.** County shall refer to Okeechobee County, Florida.

1.12 **Covenants.** "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all OWNERS.

1.13 **DECLARATION.** "DECLARATION" shall mean this instrument, Declaration of Protective Covenants and Restrictions for Bridgewater on Taylor Creek, and all amendments or Supplements made to this instrument.

1.14 **DEVELOPER.** "DEVELOPER" shall mean AZBlue, LLC, a Florida limited liability company, and its successors or assigns as designated in writing by the DEVELOPER.

1.15 **Drainage Easements.** "Drainage Easements" shall mean and refer to any private drainage areas set forth on the Plat and dedicated to the ASSOCIATION. The Drainage Easements shall be used for drainage and for storm water detention and retention to the extent approved by those governmental agencies having jurisdiction over the Drainage Easements. The Drainage Easements are a part of the Common Area and, except as limited herein, shall be for the common use, benefit and enjoyment of all OWNERS. The ASSOCIATION has the obligation to maintain the Drainage Easements.

1.16 **Dwelling Structure.** "Dwelling Structure" means a residential townhouse situated on a Lot, including all improvements associated with the townhouse on the Lot. Unless the context specifically provides otherwise, reference to the term "Dwelling Structure" shall not include use of the Lot.

1.17 **General Plan of Development.** "General Plan of Development" means that plan as approved by appropriate governmental agencies which shall represent the total general scheme and general uses of land in the Properties, as it may be amended from time to time.

1.18 **Governing Documents.** "Governing Documents" shall mean this DECLARATION, any Supplement to the DECLARATION, as the same may be amended from time to time and filed in the Public Records of Okeechobee County, Florida, as well as the Articles and Bylaws of the ASSOCIATION, as the same may be amended from time to time and maintained at the ASSOCIATION office. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this DECLARATION and any Supplement(s) to the DECLARATION, the Articles, and the Bylaws, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.19 **Guest.** "Guest" means any person who is not a member of the family occupying a Lot, and who is physically present in, or occupies the Lot at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform any services or provide any other consideration to the Owner or Lessee in connection with occupancy of the

Lot. A permanent occupant of a Lot shall not be considered as a Guest. Furthermore, an Owner of a Lot shall never be considered a Guest on the Lot he owns, unless the Owner is visiting a Lessee on the Lot.

1.20 **Improvements.** "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.

1.21 **Institutional Mortgagee.** "Institutional Mortgagee" means the holder (or its assignee) of a mortgage against any of the Properties, including any Lot, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns, and includes the DEVELOPER. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of DEVELOPER, whether or not such holder would otherwise be considered an Institutional Mortgagee. "Institutional First Mortgagee" means the foregoing, but is limited to the holder of a first mortgage.

1.22 **Lead Institutional Mortgagee.** "Lead Institutional Mortgagee" means that Institutional Mortgagee which, at the time a determination is made, holds first mortgages on more Lots in BRIDGEWATER ON TAYLOR CREEK than any other Institutional Mortgagee, such determination to be made by reference to the number of Lots encumbered, and not by the dollar amount of such mortgages.

1.23 **Lease.** "Lease" means the grant by an Owner of a temporary right of use of the Owner's Dwelling Structure and Lot for valuable consideration.

1.24 **Leasing.** "Leasing" for purposes of this subsection is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

1.25 **Lot.** "Lot" shall mean and refer to a Unit.

1.26 **MEMBER.** "MEMBER" shall mean and refer to all those OWNERS who are Members of the ASSOCIATION as provided in Section 3.1.

1.27 **OWNER.** "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless

and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.28 **Person.** "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.29 **Plat.** "Plat" shall mean the Plat of Bridgewater on Taylor Creek (TO BE RECORDED IN) the Public Records of Okeechobee County, Florida.

1.30 **Property.** "Property" shall mean and refer to BRIDGEWATER ON TAYLOR CREEK, as per the Plat (to be recorded) and property described in Exhibit "C," which term may also include any additional real property that may be made subject to this DECLARATION upon the recording of an appropriate Supplement(s) in the Public Records of Okeechobee County, Florida.

1.31 **Resident.** "Resident" shall mean and refer to the legal occupant of any Unit. The term "Resident" shall include the OWNER of the Unit and any tenant, lessee or licensee of the OWNER.

1.32 **Supplement.** "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Okeechobee County, Florida, shall subject additional real property to the provisions of this DECLARATION.

1.33 **Unit.** "Unit" shall mean a residential unit intended as an abode for one family.

1.34 **Utility Easement(s).** "Utility Easement(s)" shall mean and refer to the utility easement areas set forth on the Plat. The Utility Easement(s) may be used for utility purposes (including CATV) by any utility in compliance with such ordinances and regulations as may be adopted from time to time by Okeechobee County or the City of Okeechobee, Florida.

2 PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY.

2.1 **Property Subject to DECLARATION.** The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this DECLARATION.

2.2 **Other Additions to the Property.** The DEVELOPER reserves the right to add, or may cause to be added, other real property not now included within the Plat. Each commitment of additional property to this DECLARATION shall be made by a recitation to that effect in a Supplement which need be executed only by the DEVELOPER, and the owner of such real property if not the DEVELOPER but joined by the DEVELOPER, and does not require the execution or consent of the ASSOCIATION, or any OWNERS. The Supplement shall describe the real property which is being committed to this DECLARATION and made subject to the terms of this DECLARATION and shall contain such other terms and provisions as the

DEVELOPER deems proper. Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this DECLARATION and shall be considered "Property" as fully as though originally designated herein as "Property".

2.3 **Mergers.** Upon a merger or consolidation of the ASSOCIATION with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the ASSOCIATION as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this DECLARATION within the Property together with the covenants and restrictions established by Supplemental DECLARATION upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the Covenants within the Property, except as hereinafter provided.

3 **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 **Membership.** Except as is set forth in this Section 3.1, every Person who is a record titleholder of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a MEMBER.

3.2 **MEMBER's Voting Rights.** The votes of the MEMBERS shall be established and exercised as provided in the Articles and Bylaws.

3.3 **BOARD.** The ASSOCIATION shall be governed by the BOARD which shall be appointed, designated or elected, as the case may be, as follows:

3.3.1 The DEVELOPER shall have the right to appoint all members of the BOARD until the DEVELOPER holds less than ten percent (10%) of the total number of votes of MEMBERS as determined by the Articles.

3.3.2 After the DEVELOPER no longer has the right to appoint all members of the BOARD under subsection 3.3.1 of this Section, or earlier if the DEVELOPER so elects, then, and only then, shall any member of the BOARD be elected by the MEMBERS of the ASSOCIATION.

3.3.3 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

4 **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA**

4.1 **MEMBERS' Easement of Enjoyment.** Subject to the provisions of Section 4.3 and Section 4.4, every MEMBER shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.2 **Title to Common Area.** Title to the Common Areas shall be vested in the ASSOCIATION which shall hold said property for the benefit and use of the OWNERS within BRIDGEWATER ON TAYLOR CREEK. The ASSOCIATION shall be responsible for ensuring the proper management, maintenance and operation of the Common Areas and all improvements thereon, and for the payment of all property taxes and other assessments which are liens against the Common Areas, from and after the date of recordation of this DECLARATION.

4.3 **Extent of MEMBERS' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 the right of the DEVELOPER and of the ASSOCIATION, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and in aid thereof; and

4.3.2 the right of the ASSOCIATION to take such steps as are reasonably necessary to protect the Common Area against foreclosure; and

4.3.3 the right of the ASSOCIATION to charge reasonable admission and other fees for the use of the Common Area;

4.3.4 dedications to any public agency, authority or utility as set forth on the Plat; and

4.3.5 the right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the MEMBERS, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by MEMBERS entitled to cast two-thirds (2/3) of the votes irrespective of class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every MEMBER at least ninety (90) days in advance of any action taken.

4.4 **Easements.**

4.4.1 **Utility Service and Drainage Easements.** In addition to that shown on the Plat, there is hereby created a blanket easement upon, across, over, through and under the Property for the installation, replacement, repair and maintenance of all utility and service lines

and systems, and irrigation including but not limited to electric, gas, water, sewer, telephone, electric, cable television, security, and surveillance or communication lines and systems, and irrigation. By virtue of this easement it shall be expressly permissible for the DEVELOPER or the providing utility or service company to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on the Units and on, in and under the roofs and exterior walls of the Units, providing the disturbed areas are restored to the condition in which they were found and that an easement does not prevent or unreasonably interfere with the use of the Units. Except as otherwise provided below, no sewer, electrical lines, water lines, or other utility service lines or facilities for such utilities and no cable or communication lines and systems may be installed or relocated on the Property except as are approved by the DEVELOPER. The DEVELOPER may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Utility as referred to herein means a public or private utility. This power to create easements shall also include the power to modify or relocate easements which are created.

Once the DEVELOPER closes upon the sale of the last Unit in the Property, the powers vested in the DEVELOPER shall terminate, and shall then vest in the ASSOCIATION. Such powers shall be exercised by the BOARD in its reasonable discretion without the need for joinder of any OWNER.

4.5 Maintenance Easement in Favor of the DEVELOPER and ASSOCIATION. There is hereby reserved to the DEVELOPER and to the ASSOCIATION an easement over the Common Area for the ASSOCIATION's maintenance obligations pursuant to this DECLARATION.

4.6 Encroachments. If any Unit encroaches upon any of the Common Area for any reason other than the intentional act of an OWNER, or if any Common Area encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

4.7 Ingress and Egress. A non-exclusive easement shall exist in favor of each OWNER and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Area as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Area as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

4.8 Easement of Enjoyment to Common Area. Every OWNER has a right and easement of enjoyment of the Common Area, subject to any limitations in this DECLARATION and reasonable Rules and Regulations.

5 **COVENANT FOR MAINTENANCE ASSESSMENTS.**

5.1 **Creation of the Lien and Personal Obligation for Assessments.** Each OWNER of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the ASSOCIATION: (1) Quarterly Assessments for Common Expenses; (2) Special Assessments for Capital Improvements; and (3) Original Assessment for Working Capital, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The Original, Quarterly and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the OWNER of such Lot at the time when the Assessment fell due.

5.2 **Purpose of Assessments.** The Assessments levied by the ASSOCIATION shall be used exclusively for the purpose of the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Area and of the Units situated upon the Property, including, but not limited to:

5.2.1 Payment of operating expenses of the ASSOCIATION; including, without limitation, those incorporation or start-up expenses necessary to form and otherwise organize the ASSOCIATION and to create this DECLARATION;

5.2.2 Construction and improvement of the Common Area;

5.2.3 Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the ASSOCIATION;

5.2.4 Such insurance as the Board, in its business judgment, determines advisable, which may include, without limitation, flood and wind insurance and liability insurance.

5.2.5 Repayment of deficits previously incurred by the ASSOCIATION (or the DEVELOPER), if any, in making capital improvements to or upon the Common Area, and/or in furnishing the services and facilities provided herein to or for the OWNERS and the MEMBERS of the ASSOCIATION;

5.2.6 Doing any other thing necessary or desirable, in the judgment of the ASSOCIATION, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the ASSOCIATION, may be of general benefit to the OWNERS and/or Residents of lands included in the Property;

5.2.7 Repayment of funds and interest thereon, borrowed by the ASSOCIATION; and

5.2.8 Maintenance and repair of easements shown on any recorded subdivision plat.

5.2.9 The ASSOCIATION will provide lawn maintenance for BRIDGEWATER ON TAYLOR CREEK. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the BOARD. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. It is anticipated the ASSOCIATION will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

5.2.10 Any and all expenses necessary to: (i) maintain and preserve the Common Area; (ii) maintain, repair and replace the Common Structural Elements; (iii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the ASSOCIATION, and fixtures and equipment upon the Common Area in a manner consistent with the development of the Property and in accordance with the covenants and restrictions contained herein and in conformity with all applicable federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations; and (iv) maintain and repair the portions of the Property which are the responsibility of the ASSOCIATION, including, without limitation, any entrance sign(s) placed by DEVELOPER on the Common Area.

5.3 **Quarterly Assessments.**

5.3.1 **Quarterly Assessment.** Until changed by the BOARD in accordance with the terms hereof, the Quarterly Assessment shall be (PROVIDED BY AMENDMENT TO THIS DOCUMENT) per Lot, payable quarterly, in advance, on January 1, April 1, July 1, and October 1 of each year. This Quarterly Assessment shall be prorated in the year of initial purchase of the Lot. The Quarterly Assessment shall be paid directly to the ASSOCIATION to be held in accordance with the above provisions. The DEVELOPER shall not be required to pay Quarterly Assessments for Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. Each OWNER shall be responsible for a fractional amount of the total amount of the Common Expenses, Special Assessments and Reserves, with the fractional amount for each Unit being determined by dividing one by the total number of Units in BRIDGEWATER ON TAYLOR CREEK.

5.3.2 **Adjustment to Quarterly Assessment.** Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the ASSOCIATION during the fiscal year. The total Common Expenses shall be divided by the number of Units to establish the Quarterly Assessment for Common Expenses per Unit. The ASSOCIATION shall then promptly notify all OWNERS in writing of the amount of the Quarterly Assessment for Common Expenses for each Unit. From time to time during the fiscal year, the BOARD may revise the budget for the fiscal year. Pursuant to the revised budget the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the Quarterly Assessments for Common Expenses for each Unit. If the expenditure of funds is required by the ASSOCIATION in

addition to funds produced by the Quarterly Assessments for Common Expenses, the BOARD may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Quarterly Assessments for Common Expenses and shall be payable in the manner determined by the BOARD as stated in the notice of any Special Assessment for Common Expenses.

5.4 Special Assessments for Capital Improvements.

5.4.1 In addition to the Assessments for Common Expenses authorized by Section 5.3 hereof, the BOARD may levy in any assessment year a Special Assessment for Capital Improvements, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

5.4.2 The BOARD may also levy Special Assessments pursuant to Section 6 hereof for the maintenance, repair or replacement of Common Structural Elements.

5.5 **Working Capital.** A contribution shall be made by or on behalf of the OWNERS to the working capital of the ASSOCIATION in an amount to be determined from time to time by the BOARD upon every initial and subsequent transfer of record title to a Lot (i.e. an initial sale or resale). The capital contribution shall be fixed by the BOARD. The DEVELOPER, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this section. The capital contribution required by the Section shall constitute an assessment against the Lots and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Section.

5.6 **Certificate of Payment.** The ASSOCIATION shall upon demand at any time, furnish to any OWNER liable for any Assessment a certificate in writing signed by an officer of the ASSOCIATION, setting forth whether the Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.7 **Payment of Assessments for Common Expenses.** Each MEMBER shall be required to and shall pay to the ASSOCIATION an amount equal to the Assessment, or installment, for each Unit within the Property then owned by and/or under the jurisdiction of such OWNER on or before the date each Assessment, or installment, is due. In the event any Assessments are made payable in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment payable by any OWNER be due less than ten (10) days from the date of the notification of such Assessment.

5.8 Assessments for Common Expenses For Units Owned by the DEVELOPER.

Notwithstanding anything contained in this Section to the contrary, the DEVELOPER shall not be required to pay Assessments for any Units owned by the DEVELOPER; provided, however, that, in accordance with Section 720.308, Florida Statutes, DEVELOPER shall be obligated for any operating expenses incurred that exceed the assessments received from the OWNERS and other income of the ASSOCIATION. DEVELOPER may elect to make a loan to the ASSOCIATION to assist the ASSOCIATION with its financial needs. In such event, the ASSOCIATION shall be required to repay the DEVELOPER the full loan amount, plus a reasonable interest rate, within a reasonable period of time.

5.9 Monetary Defaults and Collection of Assessments.

5.9.1 Interest. If any OWNER is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the ASSOCIATION for a period of more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION may charge such OWNER interest at the highest rate permitted by the laws of Florida, on the amount owed to the ASSOCIATION. Such interest shall accrue from the due date of the Assessment, on the monies owed.

5.9.2 Acceleration of Assessments. If any OWNER is in default in the payment of any Assessment or any other monies owed to the ASSOCIATION for more than ten (10) days after written demand by the ASSOCIATION, the ASSOCIATION shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the ASSOCIATION.

5.9.3 Collection. In the event any OWNER fails to pay any Assessment, Special Assessment or other monies due to the ASSOCIATION within ten (10) days of the date when due, the ASSOCIATION may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a Claim of Lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION incident to the collection of any Assessment, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the DEVELOPER and/or the ASSOCIATION, and all sums paid by the ASSOCIATION for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the ASSOCIATION's lien. The ASSOCIATION shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the ASSOCIATION becomes the

OWNER of any Unit by reason of such foreclosure, it shall offer such Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the ASSOCIATION on account of any Assessments, Special Assessments or monies owed to it by any OWNER shall be first applied to payments and expenses incurred by the ASSOCIATION, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the ASSOCIATION in the inverse order that the same were due.

5.9.4 Lien for Assessment, Special Assessment and Monies Owed to ASSOCIATION. The ASSOCIATION shall have a lien on all Property owned by an OWNER for any unpaid Assessments (including any Assessments which are accelerated pursuant to this DECLARATION), Special Assessments or other monies owed to the ASSOCIATION by such OWNER, and for interest, reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the DEVELOPER and/or the ASSOCIATION, and for all sums advanced and paid by the ASSOCIATION for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the ASSOCIATION's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the ASSOCIATION may record a Claim of Lien in the Public Records of Okeechobee County, Florida, stating the description of the Unit(s), and name of the OWNER, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

5.9.5 Transfer of a Unit after Assessment. The ASSOCIATION's lien shall not be affected by the sale or transfer of any Unit. In the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the ASSOCIATION which are attributable to any Unit purchased by or transferred to such new OWNER. A new OWNER by accepting a Deed for the Unit expressly agrees to the provisions of this section.

5.9.6 Subordination of the Lien to Mortgages. The lien of the ASSOCIATION for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the ASSOCIATION. For purposes of this DECLARATION, "Institutional Lender" shall mean and refer to the DEVELOPER, a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the ASSOCIATION's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the ASSOCIATION by any OWNER is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all OWNERS including such acquirer, and its successors and assigns.

5.10 **Certificate as to Unpaid Assessments or Default.** Upon request by any OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such OWNER is in default with respect to the payment of any Assessments, Special Assessments or any monies owed in accordance with the terms of this DECLARATION.

5.11 **Exempt Property.** The following property subject to this DECLARATION shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from Assessments, charges or liens.

6 **COMMON STRUCTURAL ELEMENTS.**

6.1 **Common Structural Elements.** Each building containing Townhouse Units ("Building") shall contain Common Structural Elements which include, but are not limited to, the following:

6.1.1 All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on or within the Building and which directly or indirectly in any way service more than one (1) Unit in the Building.

6.1.2 All division walls ("Party Walls") between two (2) Units located upon a lot line between two (2) Units. A division wall is found to be not on a lot line shall not preclude that division wall from being a Party Wall. The OWNERS of the Units adjacent to a Party Wall shall own such Party Wall as tenants in common.

6.1.3 The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing".

6.1.4 Any and all walls or columns necessary to support the roof structure, all of which are collectively referred to herein as "Bearing Walls."

6.1.5 Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."

6.1.6 The entire concrete floor slab, or wood floor system if utilized in lieu thereof, and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring."

6.1.7 The walls (other than Party Walls) or fences erected or which may be erected along the lot lines and all foundational and support structures with respect thereto.

6.2 **Encroachments.** Any Common Structural Elements, or parts thereof, extending beyond a Unit or into the Common Area, shall not be deemed to violate the provisions of this DECLARATION, and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

6.3 **Repair and/or Replacement.** Notwithstanding any provision in this DECLARATION to the contrary, in the event any Common Structural Element or part thereof located within a Unit requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the OWNER of the Unit in question and the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Unit, then upon such determination by the BOARD, the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment and shared equally by all of the Units comprising the Building to the extent that such cost is not covered by Homeowners Insurance.

7 **ENFORCEMENT OF NONMONETARY DEFAULTS.**

7.1 **Nonmonetary Defaults.** In the event of a violation by any MEMBER or OWNER (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this DECLARATION, or the Governing Documents, the ASSOCIATION shall notify the MEMBER or 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 the receipt of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the MEMBER or OWNER fails to commence and diligently proceed to completely cure as soon as practical, the ASSOCIATION may, at its option:

7.1.1 **Specific Performance.** Commence an action to enforce the performance on the part of the MEMBER or OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.1.2 **Damages.** Commence an action to recover damages; and/or

7.1.3 **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any Improvement or performing any maintenance required to be performed by this DECLARATION, including the right to enter upon the Unit to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this DECLARATION.

7.1.4 **Expenses.** All expenses incurred by the ASSOCIATION in connection with the correction of any violation, or the commencement of any action against any OWNER, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION and collectible as any other Special Assessment under this Section or Section 5.

7.2 **No Waiver.** The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION or the Governing Documents shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provisions, covenant or condition in the future.

7.3 **Rights Cumulative.** All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION or the Governing Documents 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 the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

7.4 **Enforcement By or Against Other Persons.** In addition to the foregoing, this DECLARATION may be enforced by the DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION 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. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

7.5 **Certificate as to Default.** Upon request by any MEMBER, or OWNER, or an Institutional Lender holding a mortgage encumbering any Unit, the ASSOCIATION shall execute and deliver a written certificate as to whether or not such MEMBER or OWNER is in default with respect to compliance with the terms and provisions of this DECLARATION.

7.6 **Maintenance**

7.6.1 **Easement.** DEVELOPER hereby grants to the ASSOCIATION and its successors and assigns an easement for ingress and egress over the Property for the purpose

fulfilling its duties of maintenance and/or repair obligations in accordance with the provisions hereof.

7.6.2 ASSOCIATION Responsibility. The ASSOCIATION shall maintain, repair and replace the following portion of the Lots within BRIDGEWATER ON TAYLOR CREEK:

7.6.2.1 All landscaping installed by the DEVELOPER, including periodic lawn mowing.

7.6.2.2 All irrigation systems, installed by the DEVELOPER, including all sprinkler heads, lines and pumps.

7.6.2.3 All roofs, soffits and fascia.

7.6.2.4 Painting or staining any outside or exterior portion of the initial residence constructed on the Lot, including all approved alterations.

Any disagreements concerning the scope of ASSOCIATION's maintenance responsibility or its performance thereof shall be resolved by the BOARD.

7.6.3 Management. The ASSOCIATION may contract with any person or management company for the purposes of carrying out the maintenance services and other obligations of the ASSOCIATION provided for in this DECLARATION.

7.6.4 Common Expenses. The cost of all of the maintenance, repairs and replacements described herein (including electricity for the irrigation system) shall be a Common Expense, provided that each OWNER shall be subject to a Special Assessment for any additional costs or expenses due to their negligence or willful misconduct.

7.6.5 OWNER Responsibilities. The OWNERS shall be responsible for the following:

7.6.5.1 Maintenance of light bulbs in external fixtures controlled from inside the units.

7.6.5.2 Maintenance of patio furniture and landscaping.

7.6.5.3 Cleaning of exterior windows.

8 INDEMNIFICATION.

8.1 Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil,

criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

8.1.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Section, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

8.1.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Section.

8.1.3 The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Section shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee or agent of the ASSOCIATION, and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.1.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Section.

9 **RESTRICTIVE COVENANTS.** The Property shall be subject to the following Restrictions, reservations and conditions, which shall be binding upon the DEVELOPER and upon each and every OWNER who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

9.1 **Occupancy of Lots.** Each Lot shall be occupied by OWNERS and tenants and their family members and guests and employees, as a residence and for no other purpose, subject to any other provision in this DECLARATION and in the Rules and Regulations relating to use of the Lot.

9.2 **Age.** There is no age restriction in BRIDGEWATER ON TAYLOR CREEK.

9.3 **Clothes Drying Areas.** No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless approved in writing by the DEVELOPER or the ASSOCIATION.

9.4 **Antennas, Aerials, Discs and Flagpoles.** No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the ASSOCIATION. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ASSOCIATION, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna.

9.5 **Litter.** In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the ASSOCIATION. All containers, dumpsters and other garbage collection facilities shall be screened, to the extent reasonable under the circumstances, from view from outside the Unit upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

9.6 **Subdivision or Partition.** No portion of the Property shall be subdivided except with the DEVELOPER's prior written consent. After the DEVELOPER no longer owns any portion of the Property, written consent must be obtained from the ASSOCIATION. No subdivision or partition of any Unit may be made in a manner inconsistent with local law.

9.7 **Common Area.** Nothing shall be stored, constructed within or removed from the Common Area other than by the DEVELOPER, except with the prior written approval of the BOARD.

9.8 **Insurance Rates.** Nothing shall be done or kept on the Common Area which shall increase the insurance rates of the ASSOCIATION without the prior written consent of the BOARD.

9.9 **Air Conditioners.** Window or wall-mounted air conditioning units are prohibited.

9.10 **Newspapers.** No OWNER or resident shall install or maintain any newspaper box on the Properties. All newspapers delivered to a Lot shall be brought inside daily and shall not be permitted to accumulated on any Lot or common area.

9.11 **Pets and Animals.** OWNERS and tenants are permitted to have pets and animals as a privilege, but only as follows:

9.11.1 Animals and pets shall be restricted to one (1) cat, dog, or bird per unit and fish in reasonable numbers.

9.11.2 When outside of the Unit, all dogs must be accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No dogs shall be permitted to run at large outside the Unit.

9.11.3 The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the animal/pet.

9.11.4 The owner/custodian of the animal or pet shall remove his or her animal or pet from the Property when such animal or pet emits excessive noise such that same may be heard outside of the Unit.

9.11.5 Any pet/animal owner's privilege to have a pet/animal reside in the Property shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

9.12 **Exception.** The provisions of Section 9.13 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

9.13 **No Business Activity.** No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section:

9.13.1 Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.

9.13.2 The practice of leasing Lots.

9.13.3 The business of operating the ASSOCIATION.

9.14 **Signs.** No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Unit. Notwithstanding the foregoing, the DEVELOPER specifically reserves the right for itself, its successors, nominees and assigns and the ASSOCIATION to

place and maintain signs in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

9.15 **Solar Panels.** Solar panels shall be permitted only as required by Florida Statutes Section 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ARB shall be permitted to dictate the placement, screening and color of same.

9.16 **Vehicles and Parking.** The following restrictions apply irrespective of whether the Property in question lies within areas owned by or dedicated to a governmental entity:

9.16.1 **Prohibited Vehicles or Items.** This Section lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Property: Trucks, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans, unless permitted below; and boat and boat trailers; and other such motor vehicles.

9.16.2 **Non-Prohibited Vehicles.** The following shall not be considered Prohibited Vehicles, subject to other provisions in this DECLARATION;

9.16.2.1 Moving vans for the purpose of loading and unloading, but at no time during the hours of 5:00 p.m. to 8:00 a.m., nor from 5:00 p.m. Saturday to 8:00 a.m. Monday.

9.16.2.2 Vehicles regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.

9.16.2.3 Service and delivery vehicles servicing the Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.

9.16.2.4 Vehicles for handicapped person, "handicapped" being defined by any fair housing law.

9.16.2.5 Police and Emergency vehicles.

9.16.2.6 Certain vans which are permitted. A two-axle van as defined below which is not a commercial vehicle as defined below; which

contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

9.16.2.7 A pickup truck is permitted so long as it does not have a camper top or the like, and is not a commercial vehicle as defined below.

9.16.3 Classification of Vehicles.

9.16.3.1 The most current edition of the N.A.D.A. Official Used Car Guide("Guide") shall determine the classification of whether a vehicle is in fact a truck or van. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control.

9.16.3.2 If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the BOARD to be used to determine vehicle classifications hereunder. A State registration or title classification shall have no bearing on determination of the classifications under this Section.

9.16.3.3 A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo.

9.16.3.4 A "van" shall mean any motor vehicle which is recognized by the manufacturer to be a type of a van, and which has two (2) axles.

9.16.4 Additional Vehicle Regulations. The following additional regulations apply:

9.16.4.1 No repair (including changing of oil) of a vehicle shall be made on Property except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.

9.16.4.2 No motor vehicle which is of the type of vehicle which is unregistrable shall be driven or operated on any of the Property at any time for any reason.

9.16.4.3 No motor vehicle, including moving vans, shall be parked at any time on the grass/swales of the Property (except for landscaping equipment at the direction of the BOARD).

9.16.4.4 Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.

9.16.4.5 No vehicle shall be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and then only for loading and unloading.

9.16.4.6 All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

9.16.5 Towing. If upon the ASSOCIATION's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Property, the ASSOCIATION shall have the power and right to have the vehicle towed away at the vehicle owner's expense.

9.16.6 Enforcement Powers. Whether or not the ASSOCIATION exercises its right to have the vehicle so towed, the ASSOCIATION shall nonetheless have the right to seek compliance with this Section by injunctive and other relief through the courts; and/or any other remedy conferred upon the ASSOCIATION by law or the DECLARATION, Articles and By-laws. The ASSOCIATION's right to tow shall in no way be a condition precedent to any other remedies available to the ASSOCIATION incident to the enforcement of this Section.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if (i) it remains in violation for a period of twenty-four (24) consecutive hours or (ii) it remains in violation for a period of forty-eight (48) nonconsecutive hours in any seven (7) day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

9.17 Solicitation. No business solicitation whatsoever shall be permitted in the Community, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the BOARD. This shall not preclude an OWNER from inviting a person or firm to enter BRIDGEWATER ON TAYLOR CREEK for the purpose of contracting business with an OWNER.

9.18 Leasing of Lots with Dwelling Structures.

9.18.1 General. An OWNER may lease only his entire Lot, and then only in accordance with the DECLARATION, without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any lease or change in occupancy, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or lessee to execute providing reasonable information relating to same.

9.18.2 Contents of Lease Agreement. Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

9.18.2.1 The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease.

9.18.2.2 Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the OWNER/landlord shall be paid by the lessee directly to the ASSOCIATION, so long as the ASSOCIATION notifies the OWNER/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the OWNER shall remain primarily liable for the payment of any and all such sums to the ASSOCIATION until same are paid in full.

9.18.2.3 The parties recognize that the ASSOCIATION, as agent for the landlord/OWNER, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.

9.18.3 Subleasing; Renting Rooms. Subleasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented, and Lots may not be sublet.

9.18.4 Frequency of Leasing. No lease shall be made more often than once in any 12 month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.

9.18.5 Lease Terms. The minimum permitted lease term shall be six months.

9.19 **Ownership Transfer of Lots**. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Community exists, which provisions each OWNER of a Lot agrees to observe.

9.19.1 Forms of Ownership.

9.19.1.1 General. Except as otherwise provided in this Section, there is no limit as to how a Lot may be owned.

9.19.1.2 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the MEMBER from such Lot, and the occupancy of the Lot shall be as if the life tenant was the only OWNER. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the ASSOCIATION. The life tenant shall be liable for all assessments and Charges against the Lot. Any consent or approval required of MEMBER may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-OWNERS.

9.19.2 Transfer of Ownership of Lots. OWNERS may transfer title to Lots without the need for ASSOCIATION approval. However, each OWNER shall be required to advise the ASSOCIATION of any transfer of ownership, and the ASSOCIATION shall be permitted to adopt a form for the OWNER and/or purchaser/new OWNER to execute providing reasonable information relating to same.

9.20 Compliance with Documents. Each OWNER (including each Resident) and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this DECLARATION. The conduct of the foregoing parties shall be considered to be the conduct of the OWNER responsible for, or connected in any manner with, such individual's presence. Such OWNER shall be liable to the ASSOCIATION for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION) which shall be paid for by the OWNER as a Special Assessment as provided in Section 5. Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this DECLARATION shall not in any way act to limit or divest the right to enforcement of these provisions against the OWNER or such other Person. The ASSOCIATION may require each OWNER to sign an acknowledgment that the OWNER has read and understands all of the ASSOCIATION'S rules, and agrees to abide by them.

9.21 Exculation of the DEVELOPER, the BOARD and the ASSOCIATION. The DEVELOPER, the BOARD and the ASSOCIATION may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to the OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

9.22 **No Implied Waiver.** The failure of the ASSOCIATION or the DEVELOPER to object to an OWNER's or other party's failure to comply with these Covenants or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the DEVELOPER or the ASSOCIATION, or any other Person having an interest therein, of that OWNER's or other party's requirement and obligation to abide by these Covenants.

9.23 **Imposition of Fines for Violations.** It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Section by an OWNER or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day may be imposed by the DEVELOPER or ASSOCIATION for each day a violation continues after notification by the DEVELOPER or the ASSOCIATION, and fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. No fine or suspension of OWNERS rights shall be imposed without notice to the OWNER of at least 14 days. The OWNER shall be entitled to an opportunity for a hearing before a committee of at least 3 members appointed by the Board who are not officers, directors or employees of the ASSOCIATION, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by majority vote does not approve a proposed fine or suspension, it may not be imposed. The Committees decision is final.

The foregoing requirements do not apply to fines or suspensions for failure to pay assessments or other charges. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida.

10 **INSURANCE AND CONDEMNATION.** The ASSOCIATION shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the ASSOCIATION Expenses:

10.1 **Public Liability Insurance.** A comprehensive policy or policies of general liability insurance naming the ASSOCIATION and, for so long as DEVELOPER owns any Unit, DEVELOPER as named insureds thereof and including the OWNERS as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area and any improvements and Buildings located thereon and/or the Common Structural Elements and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the ASSOCIATION is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Common Area and/or the Common Structural Elements; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Common Area and/or to the Common Structural Elements. The insurance purchased shall contain a Severability of Interest endorsement, or equivalent coverage, which would preclude the insurer from denying the claim of an OWNER

because of the negligent acts of either the ASSOCIATION, DEVELOPER or any other OWNERS or deny the claim of either DEVELOPER or ASSOCIATION because of negligent acts of the other or the negligent acts of an OWNER. All liability insurance shall contain cross liability endorsements to cover liabilities of the OWNERS as a group to an OWNER. Each OWNER shall be responsible for the purchasing of liability insurance for accidents occurring in his own Unit and, if the OWNER so determines, for supplementing any insurance purchased by the ASSOCIATION. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

10.2 **Hazard Insurance.** Each OWNER shall be responsible for the purchase of casualty insurance for all of his personal property. The ASSOCIATION shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for all insurable property and improvements, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance, all of which insurance shall insure all of the insurable improvements, including personal property owned by the ASSOCIATION, in and for the interest of the ASSOCIATION, all OWNERS and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the BOARD. The ASSOCIATION shall purchase insurance for each Building now located or which may hereafter be located or built in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage as determined annually by the BOARD. The BOARD may determine the kind of coverage and proper and adequate amount of insurance. The casualty insurance shall contain an "agreed amount endorsement" or its equivalent, "inflation guard endorsement," and, if determined necessary, an "increased cost of construction endorsement" or "continuant liability from operation of building laws endorsement" or a "demolition endorsement" or the equivalent. The Casualty Insurance shall insure the Buildings from loss or damage caused by or resulting from at least the following: fire and other hazards covered by the standard extended coverage endorsement and by sprinkler leakage, windstorm, vandalism, malicious mischief, debris removal and demolition, and such other risks as shall customarily be covered with respect to projects or developments similar to the Buildings in construction, location and use.

10.3 **Flood Insurance.** If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the ASSOCIATION Property and the Buildings, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurance Insurers ASSOCIATION, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

10.4 **Form of Policy and Insurance Trustee.** The ASSOCIATION may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements operated by the ASSOCIATION. The premiums for such coverage and

other expenses in connection with said insurance shall be paid by the ASSOCIATION and assessed as part of the Quarterly Assessment. The company (or companies) with which the ASSOCIATION shall place its insurance coverage, as provided in this DECLARATION, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The ASSOCIATION shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Units ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the ASSOCIATION from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the BOARD and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Units within BRIDGEWATER ON TAYLOR CREEK to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as DEVELOPER owns any Unit(s), DEVELOPER shall have the right, but not the obligation, to require the ASSOCIATION to designate an Insurance Trustee other than the BOARD. Notwithstanding anything to this DECLARATION to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by the Lead Mortgagee or DEVELOPER. The Lead Mortgagee shall inform the ASSOCIATION by written notification if it requires the use of an Insurance Trustee other than the BOARD. If the use of an Insurance Trustee other than the BOARD is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the ASSOCIATION within thirty (30) days after notice from the ASSOCIATION of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

10.5 **Required Policy Provisions.** All such aforesaid policies shall provide that they may not be cancelled without at least ten (10) days' prior written notice to the ASSOCIATION and "Listed Mortgagees" (as hereinafter defined) and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The ASSOCIATION is hereby irrevocably appointed agent for each OWNER to adjust all claims arising under insurance policies purchased by the ASSOCIATION. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies nor for the failure to collect any insurance proceeds. The ASSOCIATION may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

10.6 **Restrictions of Mortgagees.** No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to

apply insurance proceeds to repayment of its loan unless such proceeds are distributed to OWNERS and/or their respective mortgagees.

10.7 Distribution of Insurance Proceeds and Losses. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the ASSOCIATION, OWNERS and mortgagees under the following terms:

10.7.1 In the event a loss, insured under the policies held by the Insurance Trustee, occurs to any improvements within any of the Units alone, without any loss to any other improvements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the OWNERS of the Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these OWNERS to use such proceeds to effect necessary repair to the Units. The Insurance Trustee, where other than the ASSOCIATION, may rely upon the written statement of the ASSOCIATION as to whether or not there has been a loss to the Units alone, the Common Structural Elements or any combination thereof.

10.7.2 In the event that a loss of Fifty Thousand Dollars (\$50,000) or less occurs to improvements within one (1) or more Units and to improvements within Common Structural Elements contiguous thereto, or to improvements within the Common Structural Elements, the Insurance Trustee shall pay the proceeds received as a result of such loss to the ASSOCIATION. Upon receipt of such proceeds, the ASSOCIATION will cause the necessary repairs to be made to the improvements within the Common Structural Elements and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Structural Elements, but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the improvements within the Common Structural Elements and the balance of the funds ("Balance") shall be apportioned by the ASSOCIATION to repair the damage to the improvements within Units, which apportionment shall be made to each Unit in accordance with the proportion of damage sustained to improvements within said Units as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Unit and the cost of repair shall be paid as a special assessment to the ASSOCIATION by the OWNER of such damaged Unit.

10.7.3 In the event the Insurance Trustee receives proceeds in excess of the sum of Fifty Thousand Dollars (\$50,000) as a result of damages to the improvements within the Common Structural Elements and/or Units and Common Structural Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

10.7.3.1 The BOARD shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

10.7.3.2 In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in subparagraph 10.7.3.3 below, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the ASSOCIATION, by any Institutional Trustee and shall deliver the same to the Insurance Trustee. Further, the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, which said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the ASSOCIATION and the contractor. Subject to the foregoing, the BOARD shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

10.7.3.3 In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Structural Elements and Units contiguous to such damaged Common Structural Elements, the Board shall hold a special meeting to determine a special assessment against all of the OWNERS to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the BOARD of the amount of such special assessment, the BOARD shall immediately levy such special assessment against the respective Units setting forth the date or dates of payment of the same, and any and all funds received from the OWNERS pursuant to such special assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 10.7.3.2 immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged property and the insurance proceeds exceeds the sum of Twenty-Five Thousand Dollars (\$25,000), and three-fourths (3/4) of the OWNERS advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special assessment, then the Insurance Trustee shall divide the net insurance proceeds equally among the OWNERS and shall promptly pay each share of such proceeds to the OWNERS and mortgagees of record as their interests may appear ("Insurance Proceeds Distribution"). In making any such Insurance Proceeds Distribution to the OWNERS and mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then OWNERS and their respective mortgagees. Any Insurance Proceeds Distribution shall also require the approval of the Lead Mortgagee.

10.7.4 In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance

Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the OWNERS in proportion to their contributions by way of special assessment.

10.7.5 In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

10.7.6 Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for BRIDGEWATER ON TAYLOR CREEK, as: (i) originally constructed; (ii) reconstructed; or (iii) new plans and substantial change in new plans and specifications approved by the Board from the plans and specifications of BRIDGEWATER ON TAYLOR CREEK as previously constructed shall require approval by the Lead Mortgagee.

10.7.7 The BOARD shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements with Units alone, Common Structural Elements alone or to improvements within any combination thereof.

10.7.8 Notwithstanding anything in this Section to the contrary, the amounts set forth for the purchase of insurance in this Section are the minimum amounts to be purchased. Therefore, OWNERS or the ASSOCIATION, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation of warranty of any kind by DEVELOPER or the ASSOCIATION as to the proper amount or kinds of insurance required.

10.7.9 Policies insuring the property purchased pursuant to the requirements of this Section shall provide that any insurance trust agreement shall be recognized; the right of subrogation against OWNERS will be waived; the insurance will not be prejudiced by any acts or omission of individual OWNERS who are not under the control of the ASSOCIATION; and the policy will be primary, even if an OWNER has other insurance that covers the same loss.

10.7.10 Nothing contained herein shall prohibit the ASSOCIATION from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Section, provided that the coverages required hereunder are fulfilled.

10.8 **Fidelity Coverage.** Adequate Fidelity Coverage to protect against dishonest acts of the officers and employees of the ASSOCIATION and the Directors and all others who handle are responsible for handling funds of the ASSOCIATION (whether or not they receive

compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

10.8.1 Such bonds shall name the ASSOCIATION as an obligee and premiums therefor shall be paid by the ASSOCIATION;

10.8.2 Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Contributing Units, plus the Reserves, if any, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and

10.8.3 Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the ASSOCIATION determines that the cost of such insurance is economically unwarranted or is not obtainable, the ASSOCIATION may determine to either reduce the amount of such insurance, increase the deductible amount of discontinue coverage.

10.9 **Cancellation or Modification.** All insurance policies purchased by the ASSOCIATION shall provide that they may not be cancelled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the ASSOCIATION and to each first mortgage holder named in the mortgage clause.

10.10 **Condemnation.** In the event the ASSOCIATION receives any award or payment arising from the taking of any ASSOCIATION Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain. The net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the ASSOCIATION and approved by OWNERS owning at least two-thirds (2/3) of the Units, and the remaining balance thereof, if any, shall then be distributed pro rata to OWNERS and mortgagees of lots as their respective interests may appear.

11 DEVELOPER'S LOTS AND PRIVILEGES; DEVELOPER DESIGNEES

The following provisions shall apply in addition to any and all provisions contained elsewhere in this DECLARATION with respect to the DEVELOPER's Lots and privileges. The provisions of this Section shall take precedence over any other provisions to the contrary in this DECLARATION, or in the Articles or By-Laws.

11.1 **Changes in General Plan of Development.** Until the completion of all of the contemplated improvements to the Properties in BRIDGEWATER ON TAYLOR CREEK and the sale of all Lots contemplated within BRIDGEWATER ON TAYLOR CREEK, the DEVELOPER reserves the right, without joinder of any person or entity, to make such changes to the General Plan of Development as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that any changes when made will provide facilities as good as or better than those shown on the development plans filed with the appropriate governmental authority.

11.2 **Deposits and Payments.** The DEVELOPER shall be entitled to receive back any and all deposits refunded by any utility company or governmental authority, and shall be entitled to payments received by the ASSOCIATION with respect to the construction of private street lights, if any.

11.3 **Sales/Lease Activities.** The DEVELOPER, until all of the lots contemplated within BRIDGEWATER ON TAYLOR CREEK have been sold and closed, shall be irrevocably empowered to sell, lease or rent lots to any person or entity approved by the DEVELOPER without any interference or objection from the ASSOCIATION, and without any limitation. Furthermore, the DEVELOPER reserves the right to retain title to any lots and lease all or portions of same, without any intention of selling them. The DEVELOPER shall have the right to transact upon the Properties any business necessary to consummate the sale/lease of lots, including, but not limited to, the right to construct, install, maintain and use temporary construction, office, storage and sales facilities, place signs, banners and flags on the Properties for construction or sales purposes; use the Common Area for sales offices or for sales and promotional purposes; the right to maintain models, have signs, employees in the office, use the Common Areas and to show Units and conduct sales activities relating to property owned by the DEVELOPER or any of its affiliates which are situated outside of BRIDGEWATER ON TAYLOR CREEK. Any sales office, signs, fixtures, furnishings or other tangible personal property belonging to the DEVELOPER shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the DEVELOPER.

11.4 **Special Provision Regarding The DEVELOPER's Designees.** The DEVELOPER shall be permitted, without relinquishing any rights of the DEVELOPER hereunder, to designate certain builders and contractors (whether or not affiliated with the DEVELOPER) who shall be permitted to transact any business necessary to consummate the sale/lease of Lots, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Properties and show Lots. The DEVELOPER shall be permitted to impose limitation(s) upon anyone or more of said builders and contractors in connection with same. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the particular builder and/or contractor shall not be considered as part of the Properties nor owned by the ASSOCIATION and shall remain the property of the particular builder and/or contractor.

11.5 **Charges and Liens; Common Expenses.**

11.5.1 **Exemption from Interest and Late Charges.** The DEVELOPER's Lots shall be exempt from any obligation to pay interest or late fees with respect to non-payment of monies due and owing by the DEVELOPER to the ASSOCIATION, and at no time shall the ASSOCIATION be permitted to file a Claim of Lien against any Lot owned by the DEVELOPER. The DEVELOPER shall be entitled to injunctive relief and/or damages, including punitive damages, for any such liens filed.

11.5.2 Credits. The DEVELOPER shall be permitted to pay any common expenses of the ASSOCIATION, and when doing so, shall be entitled to credit/offset against any sums due and owing by the DEVELOPER to the ASSOCIATION.

11.6 Assignment and Assumption of DEVELOPER's Rights and Privileges. The DEVELOPER hereby reserves the right to assign any or all of the rights of the DEVELOPER under the Governing Documents, in whole or in part, with respect to the Properties, to any other person or entity. In connection with such assignment, any assignee shall not be liable for any action of a prior developer. Any Institutional Mortgagee acquiring title to any of the Properties by foreclosure or by a deed in lieu of foreclosure has the right, but not the obligation, to assume any of the rights and obligations of the DEVELOPER; and regardless of such assumption, shall have the right to assign any rights of the DEVELOPER under the Governing Documents to any subsequent purchaser from the Institutional Mortgagee.

12 MISCELLANEOUS PROVISIONS.

12.1 Common Area and Other Disputes With the DEVELOPER. In the event that there are any warranty, negligence or other claims against the DEVELOPER or any party having a right of contribution from, or being jointly and severally liable with, the DEVELOPER (the "Claims") relating to the design, construction, furnishing or equipping of the Common Area, or other Properties, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

12.1.1 The party making the Claims, which shall include the ASSOCIATION as well as any OWNER, (the "Claimant") shall notify the DEVELOPER in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, surveyor other document supporting or forming the basis of the Claims. Such notice shall be provided to the DEVELOPER within one hundred and twenty (120) days after the date for the DEVELOPER to relinquish control of the BOARD as provided for in the By-laws. The failure of the ASSOCIATION or any OWNER to provide the DEVELOPER written notice within such time period shall act as a bar to the ASSOCIATION or OWNER filing any Claims against the DEVELOPER. Such bar shall not serve to permit the ASSOCIATION or any OWNER to then file any Claim in court.

12.1.2 Within thirty (30) days of receipt of the notice of the Claims, the DEVELOPER will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the DEVELOPER and the Claimant, not having any then-current business relationship with the DEVELOPER or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the DEVELOPER shall notify the Claimant of the name and address of the Arbitrator.

12.1.3 Within thirty (30) days after the DEVELOPER notifies the Claimant of the name and address of the Arbitrator, the Claimant and the DEVELOPER shall be permitted to

provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

12.1.4 Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Common Area or other Properties in question, and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the DEVELOPER and the Claimant setting forth, on an item by item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the DEVELOPER so requests, by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any ASSOCIATION failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or DEVELOPER that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the DEVELOPER shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60) day time period referenced in this subsection shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the DEVELOPER and Claimant as to when the Final Report shall be issued.

12.1.5 The DEVELOPER shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in subsection 13.1.4 above.

12.1.6 As to those matters the DEVELOPER elects to correct, upon the completion of all corrective work the DEVELOPER will so notify the Arbitrator (with a copy of such notice to the Claimant) and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the DEVELOPER and the Claimant on whether those items have been corrected.

Such procedure shall be repeated as often as necessary until all items have been corrected.

12.1.7 For all purposes, the Final Report and Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Section 682.09 of the Code and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Section 682.13 of the Code.

12.1.8 The Arbitrator shall not be liable to the ASSOCIATION, the Claimant or the DEVELOPER by virtue of the performance of his services hereunder, fraud and corruption excepted.

12.1.9 The procedures set forth above shall also be the sole means by which disputes as to ASSOCIATION finances (including, without limitation, the DEVELOPER's payment of assessments, deficit funding obligations, if any, the handling of reserves, if any, and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute and (ii) meets the independence test set forth above.

12.1.10 In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this DECLARATION as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by an attorney in good standing with The Florida Bar chosen by the DEVELOPER, which arbitrator shall be independent of the DEVELOPER and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

12.1.11 No provision in this Section shall confer standing which is not otherwise available to a party under law.

12.2 **Assignment of Rights and Duties to ASSOCIATION.** The DEVELOPER may at any time assign and delegate to the ASSOCIATION all or any portion of the DEVELOPER's rights, title, interest, duties or obligations created by this DECLARATION. It is understood that the ASSOCIATION has been formed as a home owners association in order to effectuate the intent of the DEVELOPER for the proper development, operation and management of the Property. Wherever herein the DEVELOPER or the ASSOCIATION, or both, are given the right, the duty or the obligation to approve, enforce, waive, collect, sue, demand, give notice or take any other action or grant any relief or perform any task, such action may be taken by the DEVELOPER or the ASSOCIATION until such time as the DEVELOPER has recorded a Certificate of Termination of Interest in the Property. Thereafter, all rights, duties and obligations of the DEVELOPER shall be administered solely by the ASSOCIATION in accordance with procedures set forth herein and in the Governing Documents.

12.3 **Certificate of Termination of Interest.** Notwithstanding anything in this DECLARATION, the Articles or the Bylaws to the contrary, the DEVELOPER may, in its sole discretion and at any time hereafter, elect to give up and terminate any and all rights reserved to the DEVELOPER in this DECLARATION, the Articles and the Bylaws. The rights relinquished shall include, but not be limited to, (1) the right to appoint any member of the BOARD; (2) the right to amend this DECLARATION, the Articles or the Bylaws; (3) the right to require its approval of any proposed amendment to this DECLARATION, the Articles or the Bylaws; and (4) all veto powers set forth in this DECLARATION. Such election shall be evidenced by the execution by the DEVELOPER and the recording in the Public Records of Okeechobee County, Florida, of an instrument entitled Certificate of Termination of Interest. Immediately upon the recording of such Certificate, and so long as the DEVELOPER does own at least one (1) Unit,

the DEVELOPER shall become a MEMBER with no more rights or obligations in regards to BRIDGEWATER ON TAYLOR CREEK than those of any other OWNER of a Unit. The number of votes attributable to the DEVELOPER shall be calculated in accordance with the Governing Documents in the same manner as the number of votes would be calculated for any other OWNER.

12.4 **Waiver.** The failure of the DEVELOPER or the ASSOCIATION to insist upon the strict performance of any provision of this DECLARATION shall not be deemed to be a waiver of such provision unless the DEVELOPER or the ASSOCIATION has executed a written waiver of the provision. Any such written waiver of any provision of this DECLARATION by the DEVELOPER or the ASSOCIATION may be canceled or withdrawn at any time by the party giving the waiver.

12.5 **Covenants to Run with the Title to the Land.** This DECLARATION and the Covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

12.6 **Term of this DECLARATION.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION. After such fifty (50) year period these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION. Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Okeechobee County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any portion of the Property.

12.7 **Amendments to DECLARATION, Articles or Bylaws of the ASSOCIATION.** This DECLARATION, as well as the Articles or Bylaws of the ASSOCIATION, may be amended at any time upon the approval of at least two-thirds (2/3) of the MEMBERS as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION. As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend this DECLARATION, the Articles or the Bylaws of the ASSOCIATION without the joinder or approval of any member of the BOARD or any MEMBER and no amendment to the Articles or Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

12.8 **Disputes.** In the event there is any dispute as to the interpretation of this DECLARATION or whether the use of the Property or any portion thereof complies with this DECLARATION, such dispute shall be referred to the BOARD. An OWNER may refer a final BOARD decision for mediation in accordance with Section 720.311, Florida Statutes. However,

any use by the DEVELOPER and its successors, nominees and assigns of the Property shall be deemed a use which complies with this DECLARATION and shall not be subject to a determination to the contrary by the BOARD.

12.9 **Governing Law.** The construction, validity and enforcement of this DECLARATION shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this DECLARATION shall be in Okeechobee County, Florida.

12.10 **Invalidation.** The invalidation of any provision or provisions of this DECLARATION by lawful court order shall not affect or modify any of the other provisions of this DECLARATION, which other provisions shall remain in full force and effect.

12.11 **Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

12.12 **Conflict.** This DECLARATION shall take precedence over conflicting provisions in the Articles and Bylaws of the ASSOCIATION and the Articles shall take precedence over the Bylaws.

12.13 **Notice.** Any notice required to be sent to any MEMBER or OWNER under the provisions of this DECLARATION shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as MEMBER or OWNER on the records of the ASSOCIATION at the time of such mailing.

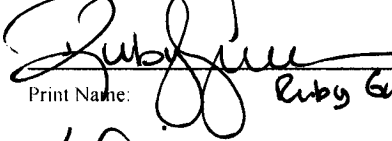
12.14 **Priorities in Case of Conflict.** In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

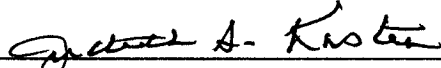
- 12.14.1 Florida Statute §617.0302
- 12.14.2 Florida Statute §§720.301, et. seq.
- 12.14.3 Other Florida Statutes which apply.
- 12.14.4 This DECLARATION.
- 12.14.5 The Articles.
- 12.14.6 The By-laws.

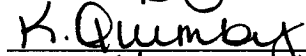
IN WITNESS WHEREOF, the DEVELOPER, AZBlue, LLC, a Florida Limited Liability Company, has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

AZBlue, LLC, a Florida limited liability
company


Print Name: Ruby Guerrero

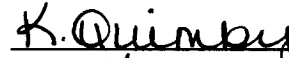
By: 
Judith A. Kasten, Manager


Print Name: Krystal Quimby

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 1st day of February 2007
by Judith A. Kasten, as Manager of AZBlue, LLC, a Florida limited liability company, on behalf
of the Company, who ☒ is personally known to me, or ☐ has produced
_____ as identification, and who did not take an oath.




Name: Krystal Quimby
Typed, printed or stamped
I am a Notary Public of the State of Florida

(NOTARY SEAL)



F:\DATA\CORP\02TC0001\DECLARATION OF PROTECTIVE COVENANTSv3.wpd

JOINDER AND CONSENT OF MORTGAGEE

SEACOAST, a NATIONAL Bank, the holder of that certain Mortgage encumbering the Property, which instrument is dated MAY 23, 2006, and is recorded in Official Records Book 00564, page 0954, Public Records of Okeechobee County, Florida, by execution hereof consents to the placing of these covenants and restrictions on the Property and further covenants and agrees that the lien of the Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of the Mortgage.

Signed, sealed and delivered
in the presence of:

Terri L. Roller
Terri L. Roller

By: Jerry O'Bannon

Print Name: JERRY O'BANNON
Its: VICE PRESIDENT

STATE OF Florida
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me this 1 day of Feb, 2007 by Jerry O'Bannon, as V.P. of Seacoast Natl, a _____, on behalf of the Bank, who: [☒ is personally known to me, or [☐ has produced _____ as identification, and who did not take an oath.



(NOTARY SEAL)

Lavada Huff
Name: _____
Typed, printed or stamped
I am a Notary Public of the State of
Florida

SCHEDULE OF EXHIBITS

EXHIBIT "A"	Articles of Incorporation of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation
EXHIBIT "B"	By-Laws of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC., a Florida not-for-profit corporation
EXHIBIT "C"	Legal Description

COPY

EXHIBIT “A”

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE
ASSOCIATION, INC.
a Florida not-for-profit corporation**

COPY

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE
ASSOCIATION, INC.,
a Florida not-for-profit corporation**

Pursuant to Sections 617.1001, 617.1006 and 617.1007 of the Florida Statutes, Bridgewater on Taylor Creek Townhouse Association, Inc., a Florida not-for-profit corporation (the "Corporation"), certifies that:

1. The Amended and Restated Articles of Incorporation set forth herein were duly recommended by unanimous written consent of the Board of Directors dated January 25, 2007.
2. The Amended and Restated Articles of Incorporation set forth herein were approved by the sole Member of the Corporation on January 25, 2007, and the number of votes cast were sufficient for approval.
3. The duly adopted Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

Pursuant to Section 617.1007 of the Florida Statutes, the Articles of Incorporation of Bridgewater on Taylor Creek Townhouse Association, Inc., a Florida not-for-profit corporation, are hereby amended and restated as follows:

ARTICLE 1

NAME AND ADDRESS

1. Name and Address. The name and address of the corporation is: BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION"). The address of the corporation's principal office and mailing address is: 1265 SE 21st Street, Okeechobee, FL 34974.

ARTICLE 2

DEFINITIONS

2. Definitions. Unless defined in these Articles or the Bylaws all terms used in the Articles and the Bylaws shall have the same meanings as used in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK (the "Declaration").

ARTICLE 3

PURPOSE

3. Purpose. The purposes for which the ASSOCIATION is organized are as follows:

3.1 To operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and as a homeowners' association pursuant to Chapter 720, Florida Statutes (2002).

3.2 To administer, enforce and carry out the terms and provisions of the Declaration as same may be amended or supplemented from time to time.

3.3 To administer, enforce and carry out the terms and provisions of any other Declaration of Covenants and Restrictions or similar document, submitting property to the jurisdiction of or assigning responsibilities, rights or duties to the ASSOCIATION and accepted by the Board of Directors of the ASSOCIATION (the "BOARD").

3.4 To promote the health, safety, comfort and social and economic welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Lots in Bridgewater on Taylor Creek, as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE 4

POWERS

4. Powers. The ASSOCIATION shall have the following powers:

4.1 All of the common law and statutory powers of a corporation not-for-profit and a homeowners' association under the laws of Florida, specifically, Chapters 617 and 720, Florida Statutes (2002), which are not in conflict with the terms of these Articles.

4.2 To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

4.3 To enter into, make, establish and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the ASSOCIATION.

4.4 To make and collect Assessments for Common Expenses from OWNERS to defray the costs, expenses, reserves and losses incurred or to be incurred by the ASSOCIATION and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

4.5 To own, purchase, sell, convey, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

4.6 To hold funds for the exclusive benefit of the MEMBERS of the ASSOCIATION as set forth in these Articles and as provided in the Declaration and the Bylaws.

4.7 To purchase insurance for the protection of the ASSOCIATION, its officers, directors and MEMBERS, and such other parties as the ASSOCIATION may determine to be in the best interests of the ASSOCIATION.

4.8 To operate, maintain, repair, and improve all Common Areas and such other portions of Bridgewater on Taylor Creek as may be determined by the BOARD from time to time.

4.9 To honor and perform under all contracts and agreements entered between third parties and the ASSOCIATION or third parties and the DEVELOPER which are assigned to the ASSOCIATION.

4.10 To exercise architectural control, either directly or through appointed committees, over all building's, structures and improvements to be placed or constructed upon any portion of Bridgewater on Taylor Creek. Such control shall be exercised pursuant to the Declaration.

4.11 To provide for private security, fire safety and protection, and similar functions and services within Bridgewater on Taylor Creek as the BOARD in its discretion determines necessary or appropriate.

4.12 To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, streets (to the extent not maintained by Okeechobee County), pathways, and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the MEMBERS of the ASSOCIATION and the OWNERS and Residents of Bridgewater on Taylor Creek as the BOARD in its discretion determines necessary or appropriate.

4.13 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever contractual arrangement the BOARD shall enter.

ARTICLE 5

MEMBERS

5.1 **Membership.** Except as is set forth in this Article 5, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the ASSOCIATION shall be a MEMBER of the ASSOCIATION, provided that any such Person which holds such interest merely as a security for the performance of any

obligation shall not be a MEMBER. The DEVELOPER shall retain the rights of membership including, but not limited to, the Voting Rights, to all Lots owned by Persons not entitled to Membership as herein defined.

5.2 Transfer of Membership. Transfer of membership in the ASSOCIATION shall be established by the recording in the Public Records of Okeechobee County, Florida of a deed or other instrument establishing a transfer of record title to any Lot for which membership has already been established. The OWNER designated by such instrument of conveyance thereby becomes a MEMBER, and the prior MEMBER's membership thereby is terminated. In the event of death of a MEMBER, his membership shall be automatically transferred to his heirs or successors in interest. Notwithstanding the foregoing, the ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the ASSOCIATION receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Lot, and shall be the responsibility and obligation of both the former and the new OWNER of the Lot to provide such true copy of said recorded instrument to the ASSOCIATION.

5.3 Prohibition Against Transfer. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot associated with the membership of that MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

5.4 Determination of Voting Rights. The ASSOCIATION shall have two (2) classes of membership:

Class A. The Class A Member shall be all OWNERS with the exception of the DEVELOPER, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the DEVELOPER and the DEVELOPER shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier:

- (a) Three (3) months after ninety percent (90%) of all the Lots that will ultimately be operated by the ASSOCIATION have been conveyed to the Class A Membership (other than the DEVELOPER); or
- (b) At an earlier date at the sole discretion of the DEVELOPER; provided, however, Developer shall, at all times, comply with Section 720.307, Florida Statutes (2002) relative to transition and control.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required under this Article.

5.5 Voting by CO-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one person, the vote(s) of the MEMBER may be cast at any meeting by any CO-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the CO-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) continue to be counted for purposes of determining the existence of a quorum.

5.6 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another person to act on the MEMBER'S behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of ninety (90) days from the date of the meeting for which the proxy was given. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

5.7 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

ARTICLE 6

PERSONS SERVING ON THE BOARD

6.1 Persons Serving on the BOARD. The affairs of the ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) persons, nor more than seven (7) persons, and which shall always be an odd number. The number of persons on the BOARD shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) persons on the BOARD.

6.2 Developer shall have the right to retain control of the ASSOCIATION as more particularly outlined in the Bylaws of the ASSOCIATION and in accordance with Section 720.307, Florida Statutes (2002), or until such earlier time as is determined by DEVELOPER, in DEVELOPER's sole discretion. DEVELOPER shall have the right to appoint all Class B Members of the BOARD and to otherwise govern the affairs of the ASSOCIATION in accordance with the Bylaws of the ASSOCIATION. The Class A Members appointment to the BOARD shall be at the times and by the procedures outlined in the Bylaws of the ASSOCIATION; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that DEVELOPER is

entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned.

6.3 All of the duties and powers of the ASSOCIATION existing under Chapters 617 and 720, Florida Statutes (2002), the Declaration, these Articles and the Bylaws shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

6.4 A member of the BOARD may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws. However, any member of the BOARD appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD of a member appointed by the DEVELOPER shall be filled by the DEVELOPER.

6.5 The names and addresses of the members of the BOARD who shall hold office until their successors are elected or appointed, or until removed, are as follows:

James Kasten:	8633 E. Onyx Avenue Scottsdale, AZ 85258
Judith Kasten:	1265 SE 21 st Street Okeechobee, FL 34974
Mary Kasten:	8633 E. Onyx Avenue Scottsdale, AZ 85258

ARTICLE 7

OFFICERS

7. Officers. The Officers of the ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The Officers shall serve at the pleasure of the BOARD, and the Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers. The names of the Officers who shall serve until their successors are designated by the BOARD are as follows:

President:	Judith Kasten
Vice President:	James Kasten
Secretary:	James Kasten, Judith Kasten
Treasurer:	James Kasten

ARTICLE 8

INDEMNIFICATION

8. Indemnification of Officers, Members of the BOARD or Agents. The ASSOCIATION shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the BOARD, employee, Officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding that he had no reasonable cause to believe that his conduct was unlawful.

8.1 To the extent that a member of the BOARD, Officer, employee or agent of the ASSOCIATION is entitled to indemnification by the ASSOCIATION in accordance with this Article 8, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonable incurred by him in connection therewith.

8.2 Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the members of the BOARD, Officer, employee or agent of the ASSOCIATION to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized in this Article.

8.3 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the BOARD, Officer, employee, or agent of the ASSOCIATION and shall inure to the benefit of the heirs, executors and administrators of such a Person.

8.4 The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the BOARD, Officer, employee or agent of the

ASSOCIATION or the Master Association, or is or was serving at the request of the ASSOCIATION as a member of the BOARD, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9

BYLAWS

9. Initial Bylaws. The initial Bylaws shall be adopted by the BOARD, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 10

AMENDMENTS

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

10.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

10.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.3 Adoption of Amendments.

10.3.1 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

10.3.2 Amendment of the Articles shall require the assent of two-thirds of the votes of the MEMBERS.

10.3.3 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the Public Records of Okeechobee County, Florida, as an amendment to the Declaration.

ARTICLE 11

TERM

11. The ASSOCIATION shall have perpetual existence. If, for whatever reason, the ASSOCIATION is dissolved by the MEMBERS, any Common Area, expressly including, the operation and maintenance of the surface water or stormwater management system, shall be conveyed to an appropriate agency of the local government for control and maintenance purposes. If no agency of the local government will accept such conveyance and responsibility, such property must be conveyed to a not-for-profit corporation similar to the ASSOCIATION. Notwithstanding the above, in the event of termination, dissolution or final liquidation of the ASSOCIATION, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 12

INCORPORATOR

12. The name and street address of the Incorporator is:

Steven L. Perry
2400 SE Federal Highway, Fourth Floor
Stuart, FL 34994

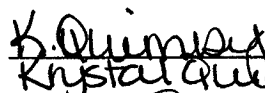
ARTICLE 13

REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT

The street address of the initial registered office of the ASSOCIATION is 2400 SE Federal Highway, Fourth Floor, Stuart, Florida 34994. The Registered Agent of the ASSOCIATION at that address is Steven L. Perry.

IN WITNESS WHEREOF, the President has executed these Articles.

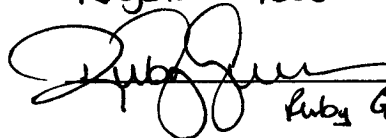
WITNESSES:



Krystal Quimby



Judith Kasten, President



Ruby Guerrero

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 1st day of February 2007, by JUDITH KASTEN, who: [X] is personally known to me, or [] has produced _____ as identification, and who did not take an oath.

(NOTARY SEAL)



Krystal Quimby
Name: Krystal Quimby
Typed, printed or stamped
I am a Notary Public of the State of Florida
having a commission number of _____
and my commission expires: _____

[F:\DATA\CORP\02TC0001\AMENDED ARTICLES INCORPORATIONv3.wpd]

EXHIBIT “B”

BYLAWS

OF

BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE
ASSOCIATION, INC.,
a Florida not-for-profit corporation

COPY

**BYLAWS
OF
BRIDGEWATER ON TAYLOR CREEK
TOWNHOUSE ASSOCIATION, INC.,
a Florida not-for-profit corporation**

1. General.

1.1 Identity. These are the Bylaws of BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC. (the "ASSOCIATION"), a Florida not-for-profit corporation and homeowners' association formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation (the "Articles"), and the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER ON TAYLOR CREEK (the "Declaration"). The ASSOCIATION shall have all of the powers provided in these Bylaws, the Articles, the Declaration (collectively, the "Governing Documents"), and any other statute or law of the State of Florida or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.3 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.4 Seal. The seal of the ASSOCIATION shall have inscribed upon it "BRIDGEWATER ON TAYLOR CREEK TOWNHOUSE ASSOCIATION, INC.", the year "2006" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.5 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by any MEMBER of the ASSOCIATION, upon request, during normal business hours or under other reasonable circumstances. The records of the ASSOCIATION shall include current copies of the Declaration, the Articles, the Bylaws, any Rules and Regulations of the ASSOCIATION, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to perspective purchasers of any Lot, current copies of the Governing Documents, the most recent annual financial statement of the ASSOCIATION and any further records as may be required by Chapter 720, Florida Statutes.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

2. Membership in General.

2.1 Qualification. The qualification of MEMBERS, the manner of their admission to membership, changes in membership, and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2.2 MEMBER Register. The Secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the MEMBERS of the ASSOCIATION. Each MEMBER shall at all times advise the Secretary of any change of address of the MEMBER or of any change of ownership of the MEMBER's Lot. The ASSOCIATION shall not be responsible for reflecting any changes until notified of such change in writing.

3. Membership Voting.

3.1 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present, shall be binding upon all MEMBERS for all purposes, except where otherwise provided by law or in the Governing Documents.

3.2 Determination of Voting Rights. The ASSOCIATION shall have two (2) classes of membership:

Class A. Class A Members shall be all OWNERS with the exception of the DEVELOPER, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be MEMBERS. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the DEVELOPER and the DEVELOPER shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occur earlier:

(a) Three (3) months after ninety percent (90%) of all the Lots that will ultimately be operated by the ASSOCIATION have been conveyed to the Class A Membership (other than the DEVELOPER); or

(b) At an earlier date at the sole discretion of the DEVELOPER; provided, however, Developer shall, at all times, comply with Section 720.307, Florida Statutes (2002) relative to transition and control.

From and after the happening of these events, whichever occur earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required under this Article; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that

DEVELOPER is entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned.

3.3 Voting by CO-OWNERS. If the Lot associated with the membership of a MEMBER is owned by more than one individual or by an entity, the vote(s) of the MEMBER may be cast at any meeting by any CO-OWNER of the Lot. If when the vote(s) is (are) to be cast, a dispute arises between the CO-OWNERS as to how the vote(s) will be cast, they shall lose the right to cast their vote(s) on the matter being voted upon, but their vote(s) shall continue to be counted for purposes of determining the existence of a quorum.

3.4 Proxies. Every MEMBER entitled to vote at a meeting of the MEMBERS, or to express consent or dissent without a meeting, may authorize another Person to act on the MEMBER's behalf by a proxy signed by such MEMBER. Any proxy shall be delivered to the Secretary of the ASSOCIATION or the Person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. The proxy shall be dated, and shall state the date, time and place of the meeting for which it is given, and shall be signed by the authorized person giving the proxy. No proxy shall be valid after the expiration of ninety (90) days from the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the MEMBER executing it.

3.5 Calculation of Votes. Any question concerning the number of votes which may be cast by a MEMBER shall be decided by the BOARD.

4. Membership Meetings.

4.1 Who May Attend. Any Person entitled to cast the votes of the MEMBER, and in the event any Lot is owned by more than one Person, all CO-OWNERS of the Lot may attend any meeting of the MEMBERS. However, the votes of any MEMBER shall be cast in accordance with the provisions of Section 3 above. Any Person not expressly authorized to attend a meeting of the MEMBERS, as set forth above, may be excluded from any meeting of the MEMBERS by the presiding officer of the meeting.

4.2 Place. All meetings of the MEMBERS shall be held at the principal office of the ASSOCIATION or at any other location as designated by the BOARD and stated in the notice of meeting.

4.3 Quorum Requirements. Except as set forth hereinafter or unless otherwise so provided, at any regular or special meeting of the MEMBERS, the presence in person or by proxy of MEMBERS entitled to cast thirty (30%) percent of the votes of the entire membership at the time of such vote shall constitute a quorum. If any meeting of the MEMBERS cannot be organized because a quorum is not present, a majority of the votes of the MEMBERS present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of MEMBERS holding at least twenty-five percent (25%) of the votes of the entire membership. Such an adjourned meeting

may be held without notice thereof as provided in subsection 4.4, provided that notice is given by announcement at the meeting at which such adjournment is taken. If a meeting of MEMBERS is adjourned for more than thirty (30) days from the originally scheduled meeting date, or if the MEMBERS adjourn a meeting without specifying a date for holding the adjourned meeting, the quorum and notice requirements for the holding of such adjourned meeting shall then be the same as the notice and quorum requirements prescribed for special meetings.

4.4 Notices. Written notice stating the location, day and hour of any meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed, delivered or electronically transmitted to each MEMBER not less than five (5) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The notice of any meeting at which members of the BOARD are to be elected shall include the names of all those who are nominees at the time the notice is given to the MEMBERS. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the MEMBER at the MEMBER'S address as it appears on the records of the ASSOCIATION, unless such MEMBER shall have filed a written request with the Secretary of the ASSOCIATION stating that notices to him be mailed to some other address. All notices shall be dated and shall be mailed, delivered or electronically transmitted to the MEMBERS as soon after the date of the notice as is practical. The date of the notice shall be the date used for the purpose of determining MEMBERS entitled to notice of, or to vote at, any meeting of the MEMBERS of the ASSOCIATION, or in order to make a determination of the MEMBERS for any other purpose. The BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. If the Lot of a MEMBER is owned by more than one Person, only one notice shall be required to be sent with respect to the MEMBER, which shall be made to the person designated in the records of the ASSOCIATION.

4.5 Waiver of Notice. Whenever any notice is required to be given to any MEMBER under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver in writing signed by the Person or Persons entitled to such notice whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a MEMBER at a meeting shall constitute a waiver of notice of such meeting except when the MEMBER objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.6 Annual Meeting. The annual meeting for the purpose of electing members of the BOARD and transacting any other business shall be held at 7:00 p.m. on the first Monday in February or at such other time during the first quarter of a calendar year as shall be selected by the BOARD. If the BOARD fails to call the annual meeting during the first quarter of a calendar year, then within thirty (30) days after the written request of any MEMBER, Officer or member of the BOARD of the ASSOCIATION, the Secretary shall call the annual meeting.

4.7 Special Meetings. Special meetings of the MEMBERS may be requested by written notice to the Secretary by any member of the BOARD, the President, or any MEMBERS having not less than ten percent (10%) of the votes of the entire membership, or as

otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given in accordance with subsection 4.3 to all of the MEMBERS within thirty (30) days after a special meeting is duly requested.

4.8 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present at the meeting in person or by proxy, regardless of a quorum, or if no MEMBER entitled to vote is present at a meeting, then any Officer of the ASSOCIATION may adjourn the meeting. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to MEMBERS not present at the original meeting, without giving notice to the MEMBERS who were present at such meeting.

4.9 Organization. At each meeting of the MEMBERS, the President, or in his absence, the Vice President shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

4.10 Minutes. The minutes of all meetings of the MEMBERS shall be kept in a book available for inspection by the MEMBERS or their authorized representatives, and the members of the BOARD, at any reasonable time.

4.11 Actions Without a Meeting. While the DEVELOPER is in control of the Association, any action required or permitted to be taken at any annual or special meeting of the MEMBERS may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the MEMBERS having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all MEMBERS entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those MEMBERS who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If the Lot(s) for which membership is established in the ASSOCIATION is owned by more than one Person or by an entity, the consent for such Lot(s) need only be signed by one Person who would be entitled to cast the vote(s) for the Lot(s).

5. BOARD.

5.1 Number of Members of the BOARD.

5.1.1 The affairs of the ASSOCIATION shall be managed by a BOARD comprised of three (3) nor more than seven (7) members. So long as the DEVELOPER is entitled to appoint all members of the BOARD pursuant to the Articles, the number of members of the BOARD will be determined, and may be changed from time to time, by the DEVELOPER

by written notice to the BOARD. In the absence of such notification, there shall be three (3) members of the BOARD.

5.1.2 When the DEVELOPER is no longer entitled to appoint all members of the BOARD, the number of members of the BOARD shall be increased to at least five (5).

5.1.3 Notwithstanding the foregoing, in no event shall there be less than three (3) members of the BOARD, and the number of members of the BOARD shall always be an odd number. The MEMBERS shall not have the right to change the number of members of the BOARD so long as the DEVELOPER has the right to determine the number of members of the BOARD as set forth above.

5.2 Election of Members of the BOARD. Election to the BOARD by the MEMBERS of the ASSOCIATION shall be conducted in the following manner:

5.2.1 At any time after the DEVELOPER no longer has the right to appoint one or more members of the BOARD or upon the earlier voluntary relinquishment by the DEVELOPER of its right to appoint any of all members of the BOARD, the existing BOARD shall appoint a nominating committee composed of MEMBERS. The BOARD shall send a notice to all MEMBERS advising of the impending election of members to the BOARD, the names and addresses of members of the nominating committee, and the date the committee will make decisions concerning nominations for election to the BOARD, which date shall be no less than fifteen (15) days after the date of the notice. MEMBERS may then submit names in writing of proposed members of the BOARD to members of the nominating committee.

5.2.2 The nominating committee shall make as many nominations for election to the BOARD as it shall in its discretion determine, but not less than the number of vacancies that are to be filled (see subsection 5.1.2). Such nominations may be made from among MEMBERS or nonmembers as the committee in its discretion shall determine. Nominations shall be placed on a written ballot provided in subsection 5.2.3 for the mailing of such ballots to the MEMBERS.

5.2.3 All elections to the BOARD shall be made by written ballot which shall:

- (a) indicate the number of vacancies to be filled;
 - (b) set forth the names of those nominated by the nominating committee;
 - (c) contain a space for write-in vote by the MEMBERS;
- and
- (d) contain a requirement that the MEMBER must cast the same number of votes as the number of vacancies on the BOARD. For example, if the

MEMBER has one (1) vote, there are five (5) nominees and three (3) vacancies, the MEMBER must vote for no more and no less than three (3) nominees or the ballot will not be counted. If the MEMBER is entitled to, for instance, five (5) votes, in the example in the previous sentence, the MEMBER must vote his five (5) votes as a block for no more and no less than three (3) nominees or the ballot will not be counted. That is, three (3) nominees on that ballot will receive exactly five (5) votes each.

Such ballots shall be prepared and mailed by the Secretary to the MEMBERS at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting). The Secretary shall include with the ballot a brief summary and description of each Person nominated by the BOARD.

5.2.4 The completed ballot shall be returned as follows:

(a) Each ballot shall be placed in a sealed envelope which shall bear on its face the name and signature of the MEMBER or his proxy, the number of votes of that MEMBER, and such other information as the BOARD may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address of the ASSOCIATION.

5.2.5 Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the return of all ballots. On that day the envelopes containing the ballot(s) shall be turned over, unopened, to a separate Election Committee which shall consist of three (3) Persons appointed by the BOARD. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes set forth on the envelope and on the ballot corresponds to the number of votes allowed to the MEMBER or his proxy; and

(b) that the signature of the MEMBER or his proxy on the outside envelope is genuine; and

(c) if the vote is by proxy that a proxy has been filed with the Secretary as provided herein, and that such proxy is valid.

The Election Committee shall proceed to the opening of the envelopes and the counting of the votes. The Election Committee shall immediately send written notice to all MEMBERS advising of the results of the election. The ballots and the outside envelopes shall be returned to the Secretary to be kept in a safe or other locked place for a minimum of thirty (30) days. If no MEMBER requests a review of the procedures and vote within said thirty (30) days, the ballots and outside envelopes shall be destroyed.

5.3 Term of Office. On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect any members of the BOARD, the MEMBERS shall have the right to elect at least two (2) members of the BOARD. The term of office of the

member of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the member(s) of the BOARD receiving the next highest number of votes shall be one (1) year. Each member of the BOARD shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Just prior to each annual meeting thereafter, new members of the BOARD shall be elected to fill vacancies created by the death, resignation, removal, judicial adjudication of mental incompetence or expiration of the terms of past members of the BOARD and the term of each such member of the BOARD shall be two (2) years.

On the first occasion that the MEMBERS, other than the DEVELOPER, have the opportunity to elect all members of the BOARD, the new members of the BOARD shall be elected to replace the members of the BOARD appointed by the DEVELOPER as provided in these Bylaws. The term of office of the two (2) members of the BOARD receiving the highest number of votes shall be two (2) years and the term of office of the other member of the BOARD shall be one (1) year. It is the intention of this provision to create staggered terms so that at least one-third (1/3) of the members of the BOARD shall be elected each year. The term of office of each member of the BOARD elected to fill a vacancy created by the expiration of the term of office of the respective past member of the BOARD shall be two (2) years. The term of office of each member of the BOARD elected or appointed to fill a vacancy created by the resignation, death or removal of his predecessor shall be the balance of the unserved term of his predecessor. Any Person serving as a member of the BOARD may be re-elected, and there shall be no limitation on the number of terms during which he may serve.

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the members of the BOARD, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the members of the BOARD.

5.6 Special Meetings. Special meetings of the BOARD may be called by any member the BOARD, or by the President if not otherwise a member of the BOARD, at any time.

5.7 BOARD Action Without a Meeting. While the Association is under the control of the DEVELOPER, any action required to be taken at a meeting of the members of the BOARD, or any action which may be taken at a meeting of the members of the BOARD, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all members of the BOARD and is filed in the minutes of the proceedings of the BOARD. Such consent shall have the same effect as a unanimous vote.

5.8 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the Secretary, or by any other officer or member of the BOARD, stating the day, location and

time of the meeting. Notices of all BOARD meetings shall be posted in a conspicuous place in Bridgewater on Taylor Creek at least forty-eight (48) hours in advance of such meeting, except in case of emergency. Alternatively, notice of each meeting of the BOARD shall be mailed or delivered to each MEMBER at least seven (7) days before the meeting of the BOARD, except in case of emergency. Notice of such meeting shall be delivered to each member of the BOARD either personally or by telephone or e-mail, at least forty-eight (48) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, at least seven (7) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any member of the BOARD who signs a waiver of notice either before or after the meeting. Attendance of a member of the BOARD at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a member of the BOARD states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.9 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all MEMBERS. A member of the BOARD may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the members of the BOARD and any MEMBERS present as in an open meeting.

5.10 Quorum and Manner of Acting. A majority of the BOARD shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the members of the BOARD present at a meeting at which a quorum is present shall be the act of the BOARD unless the act of a greater number of members of the BOARD is required by statute or the Governing Documents.

5.11 Adjourned Meetings. A majority of the members of the BOARD present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another location and time. Notice of any such adjourned meeting shall be given to the members of the BOARD who are not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other members of the BOARD. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

5.12 Presiding Officer. The presiding officer of the meetings of the BOARD shall be the Chairman of the BOARD if such an officer is elected; and if none, the President of the ASSOCIATION shall preside if the President is a member of the BOARD. In the absence of the presiding officer, the members of the BOARD shall designate one of their members to preside.

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the MEMBERS or members of the BOARD.

5.14 Committees. The BOARD may by resolution appoint committees. Any committee may exercise such powers, duties and functions as may be determined by the BOARD which may include any powers which may be exercised by the BOARD.

5.15 Resignation. Any member of the BOARD may resign at any time by giving written notice of his resignation to the Secretary. Any resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

5.16 Removal of Members of the BOARD. Members of the BOARD may be removed as follows:

5.16.1 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed by majority vote of the remaining members of the BOARD if such member has been absent for the last three consecutive BOARD meetings, and/or adjournments and continuances of such meetings.

5.16.2 Any member of the BOARD other than a member appointed by the DEVELOPER may be removed with or without cause by a majority of the votes the MEMBERS cast at a special meeting of the MEMBERS called by MEMBERS having not less than twenty-five percent (25%) of the votes of the entire membership expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the MEMBERS at such meeting or, if the MEMBERS shall fail to fill such vacancy, by the BOARD as in the case of any other vacancy on the BOARD. Any member of the BOARD may also be recalled by an agreement in writing or a written ballot without a membership meeting as provided in Section 720.303, Florida Statutes.

5.17 Vacancies. Vacancies on the BOARD of any member of the BOARD appointed by the DEVELOPER shall be filled by appointment by the DEVELOPER. Unless the vacancy is filled by the MEMBERS in accordance with subsection 5.16.2, vacancies on the BOARD of any member of the BOARD elected by MEMBERS may be filled by a majority vote of the members of the BOARD then in office, though less than a quorum, or by a sole remaining member of the BOARD. If there are no members of the BOARD in office, then a special election shall be held to elect members of the BOARD to fill the vacancies.

5.18 Members of the BOARD Appointed by the DEVELOPER. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall always have the right to appoint the maximum number of members of the BOARD in accordance with the privileges granted to the DEVELOPER pursuant to the Articles; provided, however, that such appointment shall at all times comply with Section 720.307, Florida Statutes, (2002); provided, further however, that DEVELOPER shall always be entitled to elect at least one (1) member of the BOARD as long as DEVELOPER holds for sale in the ordinary course of business at least five percent (5.00%) of all the LOTS owned. All members of the BOARD appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any member of the BOARD

appointed by him, and to replace such member with another Person to serve on the BOARD. Replacement of any member of the BOARD appointed by the DEVELOPER shall be made by written notice to the ASSOCIATION which shall specify the name of the Person designated as successor member of the BOARD. The removal of any member of the BOARD and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written notice by the DEVELOPER. The DEVELOPER may waive its right to appoint one or more members of the BOARD which it has the right to appoint at any time upon written notice to the ASSOCIATION, and thereafter such member(s) of the BOARD shall be elected by the MEMBERS.

5.19 Compensation. The BOARD shall not be entitled to any compensation unless the MEMBERS elect to pay them compensation and set the amount of such compensation, at any meeting of the MEMBERS.

5.20 Power and Duties. The BOARD shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law. Such powers and duties of the BOARD shall include without limitation (except as limited elsewhere herein), the following:

5.20.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of Bridgewater on Taylor Creek determined to be maintained by the ASSOCIATION.

5.20.2 The determination of the expenses required for the operation of the ASSOCIATION.

5.20.3 The collection of Assessments for Common Expenses from MEMBERS required to pay same.

5.20.4 The employment and dismissal of personnel.

5.20.5 The adoption and amendment of Rules and Regulations covering the details of the operation and use of property owned and/or maintained by the ASSOCIATION.

5.20.6 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required therefor.

5.20.7 Obtaining and reviewing insurance for property owned and/or maintained by the ASSOCIATION.

5.20.8 The making of repairs, additions and improvements to, or alterations of, property owned and/or maintained by the ASSOCIATION.

5.20.9 Borrowing money on behalf of the ASSOCIATION provided however, that the consent of the MEMBERS having at least two-thirds (2/3) of the votes of the entire membership, obtained at a meeting duly called and held for such purpose in accordance

with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$50,000.00.

5.20.10 Contracting for the management and maintenance of property owned and/or maintained by the ASSOCIATION. Authorizing a management agent or company to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the ASSOCIATION for such purposes. The ASSOCIATION and its Officers shall, however, retain at all times the powers and duties granted by all Governing Documents, including but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the ASSOCIATION.

5.20.11 Exercising all powers specifically set forth in the Governing Documents, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.12 Entering into and upon any portion of the Property, including the Lot(s), when necessary to maintain, care and preserve any property in the event the respective OWNER fails to do so.

5.20.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the MEMBERS and/or OWNERS for violations of these Bylaws and the terms and conditions of the Declaration or of the Rules and Regulations of the ASSOCIATION.

5.20.14 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands operated by the ASSOCIATION, intended to provide for the enjoyment, recreation, or other use and benefit of the MEMBERS and/or OWNERS and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6. Officers.

6.1 Positions and Qualifications. The Officers of the ASSOCIATION shall include a President, a Vice President, a Treasurer and a Secretary, all of whom shall be elected by the BOARD and may be preemptively removed from office with or without cause by vote of the BOARD at any meeting by concurrence of a majority of the members of the BOARD. Any Person may hold two or more offices except that the President shall not also be the Secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION.

Each Officer shall hold office until his successor shall have been elected, qualified, or until his death, resignation, or removal.

6.2 Resignation. Any Officer of the ASSOCIATION may resign at any time by giving written notice of his resignation to any member of the BOARD, the President or the Secretary. Any resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees to assist in the conduct of the affairs of the ASSOCIATION.

6.5 The Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform such other duties as may be prescribed by the BOARD.

6.6 The Secretary. The Secretary shall be responsible for preparing and keeping the minutes of all proceedings of the BOARD and the MEMBERS. He shall be responsible for attending to the giving and serving of all notices to the MEMBERS and the members of the BOARD and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform or direct performance of all other duties incident to the office of Secretary of the ASSOCIATION, and as may be required by the BOARD or the President.

6.7 The Treasurer. The Treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall oversee the keeping of books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall cause a Treasurer's Report to be submitted to the BOARD at reasonable intervals and shall perform or cause to be performed all other duties incident to the office of Treasurer. He shall collect, or direct collection of, all Assessments and shall report promptly to the BOARD the status of collections.

6.8 Compensation. The Officers of the ASSOCIATION shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that members of the BOARD will not be compensated unless otherwise determined by the MEMBERS, shall preclude the BOARD from employing a member

of the BOARD or an Officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a member of the BOARD for the management of the Common Property or any portion thereof, or for the provision of services to the ASSOCIATION, including, but not limited to, engineering, architectural, planning, landscape planning, accounting or legal services, and in either such event to pay such member of the BOARD a reasonable fee for such management or provision of services.

7. Finances and Assessments.

7.1 Adoption of the Budget.

7.1.1 By October 31st of each year, or as soon thereafter as is reasonably possible, the BOARD shall adopt a budget for the next fiscal year, necessary to defray the Common Expenses of the ASSOCIATION for such fiscal year as set out in the Declaration. The Common Expenses of the ASSOCIATION shall include all expenses of any kind or nature whatsoever anticipated to be incurred, by the ASSOCIATION for the next fiscal year. In the event the BOARD fails to adopt an annual budget for any year, the prior year's budget shall remain in effect until a new budget is adopted or the existing budget is amended or revised.

7.1.2 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the Common Expenses of the ASSOCIATION for the fiscal year in which the adopted budget applies, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption of an amended budget.

7.2 Assessments and Assessment Roll.

7.2.1 Pursuant to the terms of the Declaration, the BOARD shall fix and determine the amount and frequency of the MEMBERS' Assessments for Common Expenses. Such Assessments shall be due not more frequently than monthly, and shall each be in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any periodic Assessments for Common Expenses, whether quarterly, monthly, or otherwise, shall be equal unless the BOARD determines unequal Assessments are required to provide funds in advance for the expenses of the ASSOCIATION. As soon as practicable after the determination of the Assessments for Common Expenses, the ASSOCIATION shall notify each MEMBER, in writing, of the amount, frequency and due date of such MEMBERS' Assessments, provided, however, that no Assessment shall be due in less than ten (10) days from the date of such notification.

7.2.2 In the event the expenditure of funds by the ASSOCIATION is required that cannot be paid from the Assessments for Common Expenses, the BOARD may make Special Assessments in the manner as set out in the Declaration.

7.2.3 The ASSOCIATION shall maintain an Assessment roll for each MEMBER, designating the name and current mailing address of the MEMBER, the amount of each Assessment payable by such MEMBER, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the MEMBER, and the balance due.

7.3 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, members of the BOARD or other persons as may be designated by the BOARD.

7.4 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the BOARD. Reserve Funds shall be deposited in separate interest bearing accounts.

8. Parliamentary Rules.

8.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of MEMBERS when not in conflict with the Governing Documents.

9. Amendments.

9.1 Initiation. A resolution to amend these Bylaws may be proposed by any member of the BOARD, or by MEMBERS holding not less than ten percent (10%) of the votes of the entire membership of the ASSOCIATION.

9.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.3 Adoption of Amendments.

9.3.1 As long as the DEVELOPER appoints a majority of the members of the BOARD, the DEVELOPER shall have the right to unilaterally amend these Bylaws without the joinder or approval of any member of the BOARD or any MEMBER. No amendment to these Bylaws shall be effective without the written approval of the DEVELOPER as long as the DEVELOPER owns any portion of the Property.

9.3.2 A resolution for the adoption of the proposed amendment shall be adopted by MEMBERS having not less than a majority of the votes of the entire membership of the ASSOCIATION.

9.4 Restriction. No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of MEMBERS without approval by all of the MEMBERS. So long as the DEVELOPER owns any portion of the Property, no

amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment.

10. Rules and Regulations. The BOARD may, from time to time, adopt or amend previously adopted, Rules and Regulations concerning the use of the Common Areas and concerning the use, operation and maintenance of other portions of the Property in order to further implement and carry out the intent of the Governing Documents. The BOARD shall make available to any MEMBER, upon request, a copy of the Rules and Regulations adopted from time to time by the BOARD.

11. Miscellaneous.

11.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

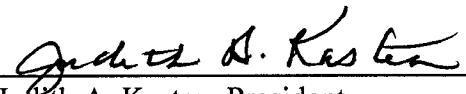
11.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.3 Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, and Bylaws, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

11.5 Waiver of Objections. The failure of the BOARD or any Officers of the ASSOCIATION to comply with any terms and provisions of the Governing Documents which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a MEMBER within thirty (30) days after the MEMBER is notified, or becomes aware of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all MEMBERS who received notice of the meeting and failed to object to such defect at the meeting.

IN WITNESS WHEREOF, the President of the Association has executed these Bylaws this 1st day of February, 2007.



Judith A. Kasten, President

EXHIBIT "C"

LEGAL DESCRIPTION

Lots 6,7,8,9 and 10 Taylor Creek Manor, According to the Plat Thereof Recorded in Plat Book 3, Page 4, Public Records of Okeechobee County, Florida.

COPY