

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GALLEON ON THE RIVER PROPERTY OWNER'S ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GALLEON ON THE RIVER (the "Declaration") is made as of the 28th day of November, 2006, by Cookies & Crackers, Corp., a Florida Corporation, with mailing address at: 15907 N.W. 52nd Avenue, Hialeah, Florida 33014 (hereinafter referred to as "Developer") which declares that the real property described in Article II, which is owned by the Developer, is subject and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, reservations, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.1 "Articles" shall mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B.

Section 1.2 "Assessment" shall mean a share of the Association Expenses which from time to time are assessed against the Lots and Lot Owners, commencing from the time each Lot becomes a Contributing Lot.

Section 1.3 "Association" shall mean and refer to Galleon on the River Property Owner's Association, Inc., a Florida corporation not for profit, and its successors and assigns.

Section 1.4 "Association Expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the Owners thereof.

Section 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.6 "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C.

Section 1.7 "Common Property" or "Common Properties" shall mean and refer to (i) all areas shown on a recorded plat of the Properties which are to be conveyed to, controlled and maintained the Association, including, without limitation, the common recreational areas and the associated recreational amenities located or constructed thereon, (ii) all landscaping and

improvements lying within the public ways which is to be maintained by the Association, (iii) entry features or signs erected by the Developer to identify Galleon on the River, (iv) any special design feature lying within public ways, (v) any landscaping, fences, walks, signs and walls installed by the Developer or the Association in any Common Property and (vi) such other property, both real and personal, acquired by the Association by purchase, gift, lease or otherwise. The Association shall be responsible to maintain, repair and replace the Common Property or Common Properties as hereinafter provided. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Common Property or Common Properties such facilities, if any, as the Developer deems appropriate. The timing and phasing of all such construction, if any, shall be within the sole discretion of the Developer.

Section 1.8 “Declaration” or “Declaration of Covenants and Restrictions” shall mean this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time in the manner provided herein.

Section 1.9 “Developer” shall mean Cookies & Crackers, Corp., and its successors and assigns, but only if the instrument by which such successor or assignee assumes the interest of Cookies & Crackers, Corp., in this development expressly provides that such successor or assignee shall become the Developer hereunder. A builder, contractor or other person which purchases one or more Lots for the purpose of constructing dwelling units shall not be deemed to be a “Developer.”

Section 1.10 “Easement” or “Easement Areas” shall mean and refer to all of the various easements and easement areas upon any Lot as designated on any recorded plat or plats of the Properties.

Section 1.11 “First Mortgage” means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same Lot.

Section 1.12 “Galleon on the River” means the residential development to be developed upon the Properties, and which thus become subject to this Declaration.

Section 1.13 “Institutional Mortgagee” means (a) any lending institution having a first mortgage lien upon a Lot, including any of the following institutions: a federal or state savings and loan or building and loan association, or bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (b) any “Secondary Mortgage Market Institution,” including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot; or (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the “Lenders”) which has loaned money to Developer to

acquire, or construct improvements upon, the Properties and which holds a mortgage upon any portion of the Properties securing such a loan.

Section 1.14 "Limited Common Property" or "Limited Common Properties" means those Common Properties which are reserved for the exclusive use or benefit of the owners of Lots within designated phases or sections of Galleon on the River, together with all landscaping and improvements located thereon. The Developer may, by deed restriction or other recorded instrument, designate portions of the Properties as Limited Common Properties and to convey fee simple title to such Limited Common Property or Limited Common Properties to the Association. The Association shall be responsible to maintain, repair and replace the Limited Common Property or Limited Common Properties as hereinafter provided, however, the cost of such maintenance, repair and replacement shall be only among the owners of Lots within the phases or sections having the use or benefit of such Limited Common Elements. Developer shall have the right, subject to obtaining all required governmental approvals and permits, to construct on the Limited Common Property or Limited Common Properties such facilities, if any, as the Developer deems appropriate, including, without limitation, entry gates and features with respect to individual phases or sections. The timing and phasing of all such construction, if any, shall be within the sole discretion of the Developer.

Section 1.15 "Lot" shall mean and refer to any numbered lot on a recorded plat of the Properties, excluding the Common Properties.

Section 1.16 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties.

Section 1.17 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Section 3.1 and Section 3.2 hereof.

Section 1.18 "Mortgage" means any recorded Mortgage, Deed of Trust or other instrument transferring any interest in a Lot as security for the performance of an obligation.

Section 1.19 "Occupant" shall mean the person or persons other than the Lot Owner in possession of the Lot.

Section 1.20 "Property" or "Properties" shall mean and refer to the real property described in Section 2.1 hereof, as now made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure hereinafter set forth.

Section 1.21 "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the Association Expenses.

The foregoing definitions shall be applicable to this Declaration and also shall be applicable to the Articles of Incorporation and Bylaws of the Association, unless otherwise expressly provided herein or therein.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Martin County, Florida, and is more particularly described in attached Exhibit A attached hereto and made a part hereof.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 3.1 - Association Membership. Every Owner of a Lot shall be a Member of the Association. There shall be one (1) person, with respect to each Lot, who shall be entitled to vote at any meeting of the Lot Owners, and such person shall be known (and is hereinafter referred to) as a "Voting Member." If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one (1) of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

Section 3.2 - Voting Classes. The Association shall have one (1) class of voting membership:

(a) **Class A.** Class A Members shall be all Owners as defined in Section 3.1, with the exception of the Developer as defined in this Declaration (as long as the Class B membership shall exist, and thereafter the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 3.1. When more than one (1) persons holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by the Voting Member as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(b) **Control of Association.** Developer shall turn over control of the Association upon the earlier of:

(1) The sale and conveyance of seventy-five percent (75%) of the Lots developed or to be developed in Galleon on the River;

(2) December 31, 2012; or

(3) At any time prior to that date, at the election of the Developer.

(c) Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until the occurrence of one of the events set forth in Section 3.2(b) (1) or (2) hereinabove. Whereupon the then existing Class A Members shall be obligated to elect the Board and assume control of the Association.

Section 3.3 - Mergers. Upon a merger or consolidation of the Association with another similar association, 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; provided, however, that such merger shall have been adopted by receiving at least two-thirds (2/3) of the votes of each class of Members voting at a regular meeting or special meeting duly called for such purpose at which a quorum shall be present, either in person or by proxy. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Property.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 - Ownership. The Common Properties shall be conveyed or assigned, free and clear of all liens and encumbrances, to the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Properties, but only for their restricted purposes and uses as set forth in a recorded subdivision plat of that portion of the Properties within which such Common Properties are located or as set forth in a separate instrument recorded by the Developer, subject to the right of the Developer to designate certain of such Common Properties as Limited Common Properties. When all improvements proposed by the Developer to be constructed within the Properties have been completed and conveyed to purchasers (if applicable), or sooner at the Developer's option exercisable from time to time as to any portion or all of the Common Properties, the Developer, or its successors and assigns, shall convey, assign and/or transfer the record fee simple title or such right, title and interest as shall then be owned by it to the Common Properties to the Association, and the Association shall accept such conveyance and/or assignment, holding title and interest for the Owners as stated in the preceding sentence. Beginning upon the date the Common Properties are deeded and/or assigned to the Association, the Association shall be responsible for the maintenance and operation of all Common Properties, including, without limitation, the Limited Common Properties, in a continuous and satisfactory manner. The Association shall be responsible for the payment of all real estate taxes and assessments upon the Common

Properties, including taxes on any improvements and any personal property thereon belonging to the Association. Developer shall have the right from time to time to enter upon the Common Properties during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Properties that Developer elects to build, and Developer shall have the right to use the Common Properties for sales, displays and signs during the period of construction and sales of all of the land owned by Developer within the Properties.

Section 4.2 - Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual easement for the use of the Common Properties for their intended and restricted purposes only in common with all other such Members of the Association, their tenants, agents and invitees, subject, however, to the right of the Developer to designate certain portions of the Common Properties as Limited Common Properties.

The rights of use are hereby made subject to the following superior rights and restrictions:

- (a) The provisions of this Declaration and any restrictions on the recorded plat or plats of Properties.
- (b) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Properties and all facilities at any time situated thereon. Any rules and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- (c) The right of the Developer to designate certain Common Properties as Limited Common Properties

Section 4.3 - Easements Appurtenant. The easements provided in Section 4.2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4.4 - Maintenance of Common Properties. The Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as necessary, the Common Properties, including, without limitation, the facilities and improvements, private streets and walkways, and any and all landscaping and other improvement features situated on the Common Properties (upon completion of construction by Developer), including, without limitation, the Limited Common Properties. All such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. In addition, the Association shall maintain and insure the entrance sign for Galleon on the River, if any, and shall be responsible for removal of the same should such removal be required by Martin County. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI, and shall be assessed against all Lots as provided for in Article VI hereof; provided, however, the assessment with respect to Lots located within particular phases or sections of Galleon on the River may include charges for

maintenance of those Limited Common Properties appurtenant to such phases or sections which are not shared among the Owners of Lots within other phases or sections of Galleon on the River. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Properties or Limited Common Properties or abandonment of his right to the use thereof.

Section 4.5 - Easement Grant and Restrictions. The Developer does hereby give and grant unto the Association a perpetual easement for the use, development, installation, maintenance and care of all landscaping, walks, walls, signage and fences or other improvement features upon and within the Common Properties shown on the plat or plats of the Properties as recorded by the Developer, together with full right and authority of the Association, its officers, agents and/or employees to enter upon such areas for the installation, maintenance, removal, replacement, care and treatment of all recreational facilities, walks, walls, signage, fences and landscaping thereon as it may deem necessary and proper.

All walls, walks, fences, signage, landscaping, trees, grass, plants and plant material or other improvement features for the development of such Common Properties shall be installed, developed, replaced and maintained by the Association in accordance with the requirements and standards of Martin County, Florida.

No structure, fence or landscaping that interferes with the flow or retention of storm water and no refuse shall be placed upon or allowed to remain on any part of a Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lies shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the approved storm water drainage and retention system plan required. If any owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, to assess and collect the cost thereof, and shall have a lien upon the Lot upon which the work was performed, all in accordance with the provisions of Article VI governing the collection of assessments.

Section 4.6 - Utility Easements. In addition to the utility and drainage easements as may be established and imposed upon each Lot in a recorded of plat of the Properties, as identified in Section 2.1 hereof, there is hereby created a blanket easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to, water, sewers, treated sewage effluent water refuse disposal system, gas, telephones, electricity, drainage, television, cable or communication lines and systems. 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 said Property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of all buildings, providing such

company restores disturbed areas to the condition in which they were found. This easement shall in no way affect any other recorded easements on said premises. Public and private utilities may be installed underground in the Common Properties when necessary for the service of the Properties or other lands within the Properties. All of the rights and easements granted in this Section 4.7 may only be utilized after written approval therefor shall be granted by the Association, and then only in accordance with such conditions and limitations as the Association shall establish in its approval.

Section 4.7 - Access Easements. Fire, police, health, utility, drainage, sanitation and other public or private service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Properties.

Section 4.8 - Supremacy Reservation. Notwithstanding any other provision of this Declaration, the Developer reserves the right to convey to any governmental entity or agency title to, or an easement over, all or any portion of the Common Property as will be located and identified upon any recorded plat or plats of the Property.

Section 4.9 -Mortgaging or Conveyance of Common Properties. In no event shall any portion of the Common Properties be mortgaged or conveyed without the consent of at least two-thirds 2/3 of the Members of the Association excluding the Developer.

ARTICLE V – BUILDING RESTRICTIONS

Minimum Building Size. Notwithstanding anything to the contrary contained herein, in no event shall any single family residence built on any Lot in Galleon on the River be less than three thousand (3000) square feet in under air conditioning living area.

ARTICLE VI - ASSOCIATION COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 - Creation of the Lien and Personal Obligation of the Assessments. Except as provided in Section 6.8 hereof, the Developer for each Lot owned by it within the Properties hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, operation, management and insurance of the Common Properties as provided in Article IV hereof, including but not limited to, the Common Properties and other items described herein as Common Properties, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 6.3 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, interest and

costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such Lot from time to time. All assessments, both regular and special, shall be imposed against all Lots within the Properties and those that may in the future be subject to liens of the Association (except as provided herein with respect to charges or assessments which are made against one or more Lots to the exclusion of others).

Section 6.2 Determining Amount of Assessment: The initial assessment amount for Lots within Galleon on the River shall be uniform. Each year, the Board of Directors shall establish an annual budget (the "Budget") for the Association. Based upon each year's Budget, the Board of Directors may adjust the assessment amount within Galleon on the River in order to meet the operating needs of the Association and to undertake its duties and obligations as set forth in this Declaration. Special assessments, as hereinafter provided, shall be apportioned among the Lots within Galleon on the River on a proportionate basis based upon the same percentage which the amount of the annual assessment attributable to each Lot bears to the total annual assessments attributable to all Contributing Lots within Galleon on the River.

Section 6.3 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Properties as provided in Article IV hereof, and to promote the health, safety and welfare of the Members of the Association and their families residing with them (if applicable) and their guests and tenants.

Section 6.4 - Capital Improvements. Funds in excess of Twenty five Thousand Dollars (\$25,000.00) in any one (1) case which are necessary for capital improvements or other extraordinary expenses relating to the Common Properties or the operation of the Association and which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of two-thirds (2/3) favorable vote of Members present and voting at a meeting or by ballot as may be provided by the Bylaws of the Association, against Lots in the manner specified in Section 6.1 hereof. Special assessments for capital improvements to the Limited Common Properties which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments against those Lots to which such Limited Common Properties are appurtenant upon approval by a majority of the Board of Directors and upon approval of two-thirds (2/3) favorable vote of the Owners of those Lots affected by such special assessment.

Section 6.5 - Date of Commencement of Annual Assessments; Due Dates. The annual Lot assessments provided for in this Article VI shall commence on the day each Lot has been conveyed by Developer. On such commencement date, each Lot shall become a "Contributing Lot".

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association. The

assessment amount may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment shall be for the calendar year, but the amount of any assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of days remaining in such calendar year.

The due date of any special assessment under Section 6.3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6.6 - Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for all Lots within any particular neighborhood in Galleon on the River shall be the Developer in a recorded Supplemental Declaration.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment attributable to Lots within any neighborhood within Galleon on the River may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are present and voting in person or by proxy, at a meeting duly called for this purpose; provided, however, the same percentage increase shall apply to Lots within all neighborhoods within Galleon on the River on an uniform basis.

Section 6.7 - Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the Lots, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments.

The Association shall, upon request and only in connection with any sale or mortgaging of any Lot, furnish to any Owner liable for an assessment a certificate in writing signed by the Treasurer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 6.8 - Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments are not paid on the dates when due (being the dates specified in Section 6.4 hereof), then such assessments shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the appropriate Lot, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives,

successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one (1) late charge may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one (1) late charge each as aforesaid), and all sums due shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien against the Property on which the assessments and late charges are unpaid, or may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or pursue one (1) or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action shall be added to the amount of such assessments, interest and late charges, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In addition to the rights of collection of assessments stated in this Section 6.7, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full or all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 6.8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owners.

Section 6.9 - Subordination of the Lien. The lien of the assessment provided for in this Article VI shall be subordinate to tax liens and to the lien of any institutional first mortgage

recorded prior to recordation of a claim of lien, which mortgage encumbers any Lot and is now or hereafter placed upon a portion of the Properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under any such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 6.8 shall be deemed to be an assessment divided among, payable by and a lien against all Lots as provided in Section 6.1 of this Article VI, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 6.10 - Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot or undeveloped property within the Properties, the Developer shall not be liable for assessments against such Lots, provided that Developer funds an amount equal to the amount of operating expenses (exclusive of reserves and management fees) incurred during such period of time not produced by assessments receivable from other Members of the Association. Developer may at any time and from time to time commence paying assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits, but may at any time thereafter and from time to time again elect to follow the procedure specified in the preceding sentence. When all Lots within the Properties are sold and conveyed to purchasers, Developer shall have no further liability of any kind to the Association for the payment of assessments or deficits.

Section 6.11 - Conveyance; Dedication. All Lots and other properties conveyed or dedicated to an accepted by a local governmental authority and Common Property shall be exempt from the assessments created herein, except that no Lot devoted to dwelling use shall be exempt from these assessments.

Section 6.12 - Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments shall at all times be kept and maintained in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks, the deposits of which are insured by an agency of the United States.

Section 6.13 - Notice and Quorum for any Action Authorized Under Sections 6.3 and 6.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.3 and 6.5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the first meeting, a second meeting may be called, subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (½) of the required quorum at the preceding first meeting. If the required quorum is not present at the second meeting, a third meeting may be called,

subject to the same notice requirement, and the required quorum at the third meeting shall be one-half (½) of the required quorum at the preceding second meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.14 - Real Estate Taxes. In the event the Common Property and facilities owned by the Association are taxed separately from the parcels deeded to Lot Owners, the Association shall include such taxes as a part of the general assessment. In the event the Common Property and facilities owned by the Association are taxed as a component of the value of the property owned by each Lot Owner, it shall be the obligation of each Lot Owner to promptly pay such taxes prior to them becoming a lien upon the Property.

ARTICLE VII - RULES AND REGULATIONS

Section 7.1 - Compliance by Owners. Every Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated in Section 4.2 and 10.8 hereof.

Section 7.2 - Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association may also suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests or invitees or both, to use the Common Properties and recreational facilities and may levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed Five Thousand Dollars (\$5,000.00).

(a) **Notice and Hearing.** A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association 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.

(b) **Payment of Penalties.** Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(c) **Collection of Fines.** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in Article VI hereof.

(d) **Application of Penalties.** All monies received from times shall be allocated as directed by the Board of Directors.

(e) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE VIII - USE RESTRICTIONS

Section 8.1 - Land Use and Building Type. No Lot shall be used except for single-family residential purposes. No building constructed on a Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than as set forth above.

Section 8.2 - Specific Restrictions

(a) All Lots are zoned, restricted and platted for one (1) detached, single-family dwelling, and the principal building to be constructed on all Lots shall have minimum building lot line set-backs as required by Martin County, Florida. None of the Lots shall at any time be divided into as many as two (2) building sites.

(b) An Owner, his family and lessees shall not do or keep and shall not cause anything to be done or kept on his Lot which shall constitute a nuisance under the laws of the State of Florida, or which will obstruct or interfere with the rights of other Owners or the Association or among other Owners by unreasonable noises, odors or otherwise, nor shall any Owner, his family and lessees commit or permit any nuisance, immoral or illegal act within the Properties.

(c) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Common Properties, nor shall oil wells, tracks, tunnels, mineral excavations or shafts be permitted upon or in the Common Properties. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Common Properties.

(d) Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees or its or their contractors or sub-contractors from doing or performing on all or any part of the Properties actually owned or controlled by Developer, its transferees or its or their contractors or sub-contractors as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Properties, including without limitation:

(i) Erecting, constructing and maintaining thereon such structures and vehicles as may be reasonably necessary for the conduct of Developer's business of completing

and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

(ii) Conducting thereon its or their business of completing and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease or otherwise; or

(iii) Temporary uses by Developer or builders approved by the Developer of model homes, sales displays, parking lots, construction trailers, sales trailers, sales offices and other offices, or any one (1) or combination of such uses shall be permitted until permanent cessation of such uses takes place; or

(iv) Maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels;

(v) Provided, however, that operations being conducted under Subparagraphs (i), (ii), (iii) and (iv) immediately above shall be permitted upon only those parts of the Properties owned or controlled by the party causing or conducting said operations. As used in this Section, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

(e) Each portion of the Properties will be subject to, and the Association and each Owner will conform to, comply with and observe (i) all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County of Martin, the South Florida Water Management District and any and all other governmental and public authorities and boards or offices of the same relating to such Properties, any improvements thereon, or the use thereof, and no illegal or immoral purpose or use shall be permitted on such Properties.

(f) In no event shall any Owner construct any dock or other structure on any lake or retention pond located within Galleon on the River. In addition, in no event shall any Owner be permitted to use any water from any lake or retention pond located within Grand haven for private irrigation purposes.

ARTICLE IX - SUPPLEMENTAL DECLARATIONS

Architectural Standards. In order to preserve the values and appearance of Galleon on the River, the Developer may, by Supplemental Declaration, establish architectural standards for individual Lots within Galleon on the River, including, without limitation, size, set back and height restrictions, landscaping requirements, lighting requirements, restrictions relating to color, type and texture of building materials, uniform mailboxes, requirements for roof design and covering materials, regulations regarding pools and pool enclosures, restrictions governing type, height and location of fences, regulations regarding detached structures, location or restriction of

basketball hoops and other sport/recreational equipment and such other aesthetic criteria as may be determined by the Developer in its sole discretion.

ARTICLE X - GENERAL PROVISIONS

Section 10.1 - Duration. The covenants, conditions, restrictions, reservations and easements of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to revoke said covenants has been recorded. No such agreement to revoke shall be effective unless made and recorded one (1) year in advance of the effective date of such agreement and (i) unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and (ii) the Association provides for the transfer of its obligations to maintain the Common Property to an entity acceptable to the County of Martin.

Section 10.2 - Notice. Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given or delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing, and in the absence of any specific address at the address of any Lot owned by such Owner; and (ii) the Association, at 15907 N.W. 52nd Avenue, Hialeah, Florida 33014, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and (iii) Developer at 15907 N.W. 52nd Avenue Hialeah, Florida 33014, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

Section 10.3 - Incorporation of Galleon on the River Documents. Any and all deeds conveying a Lot or any other portion of the Properties shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration and any Supplemental Declaration filed by the Developer in accordance herewith, whether or not the incorporation of the terms and conditions of this Declaration are specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of this Declaration.

Section 10.4 - Enforcement. The provisions, covenants and restrictions of this Declaration may be enforced by the Association, the Developer or by the Owner of any Lot by means of a proceeding at law or in equity against any person or persons violating or attempting to

violate any covenant or restriction, condition, reservation or easement either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, the Developer or any Owner to enforce any covenant, restriction, condition, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should the Association fail to enforce these covenants, provisions and restrictions, the County of Martin, upon thirty (30) days prior written notice, shall be entitled to enforce this Declaration in lieu and in stead of the Association. These remedies shall be cumulative of all other remedies provided by law.

Section 10.5 - Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the reservations, conditions, covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of any instrument executed by the Developer, for so long as the Developer owns twenty-five percent (25%) or more of the Lots; or alternatively, by approval at a meeting of Owners holding not less than two-thirds (2/3) of the votes of the membership of the Association, provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest.

Any amendment to this Declaration which would affect any rights, benefits or privileges afforded to the County of Martin must have the prior written approval of the County of Martin.

The Developer shall have the absolute right, without the consent of any Owner, to amend this Declaration and the Articles and Bylaws of the Association in order to comply with any approval requirement, rule or regulation of the Federal Housing Administration or the Veteran's Administration.

Section 10.6 - Condemnation. In the event all or part of the Common Property owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such property. The proceeds of any condemnation or taking by eminent domain shall be added to the funds of the Association.

Section 10.7 - FHA/VA Approval. [Intentionally left blank]

Section 10.8 - Rules and Regulations. All Lot Owners shall comply with the rules and regulations adopted and amended from time to time by the Board of Directors. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declaration and shall relate to the overall development of the Property, and shall not in any way diminish the powers of self-government of the Association.

Section 10.9 - Legal Fees. Any and all legal fees, including but not limited to, attorneys' fees and court costs which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Lot Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

Section 10.10 - Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 10.11 - Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration, and to construe and interpret its provisions and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property.

Section 10.12 - Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 10.13 - Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

Section 10.14 - Attorneys' Fees. Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

Section 10.15 - Withdrawal. Anything herein to the contrary notwithstanding, Developer reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 10.16 - Certain Agreements Incorporated by Reference. The following agreements are hereby incorporated herein by reference and shall be binding upon the Association and the Owners of Lots within Galleon on the River:

(a) that certain Preserve Area Management Plan , attached hereto and incorporated herein as Exhibit "D".

Section 10.17 - Impact Fees. The purchaser of Lots within Galleon on the River shall be responsible for any and all fees, charges and/or assessments which are imposed or levied as a result of such purchaser's construction of a residence upon such Lots, including, but not limited to, connection fees, impact fees and similar fees, charges and impositions applicable to such construction. The purchaser shall pay for such impact fee credits an amount equal to the impact fees purchaser would otherwise be required to pay to Martin County, Florida or other governmental body having jurisdiction in connection with such improvements.

Section 10.18 - Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association, and the Articles shall take precedence over the Bylaws.

Section 10.19 - Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 10.20 - Effective Date. This Declaration shall become effective upon its recordation in the Public records of Martin County, Florida.

Section 10.21 - Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

(The remainder of this page is left intentionally blank.)

EXHIBITS

- A - Legal Description
- B - Association Articles
- C - Association By Laws
- D - Preserve Area Management Plan

Unofficial Copy

EXHIBIT A

ALL THAT PART OF THE NORTH 244.10 FEET OF THE SOUTH 389.10 FEET OF THE GOVERNMENT LOTS 4 AND 5, LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A, IN SECTION 30, TOWNSHIP 37 SOUTH, RANGE 42 EAST, TOGETHER WITH ALL LITTORAL AND RIPARIAN RIGHTS APPURTENANT THERETO.

TOGETHER WITH THE FOLLOWING:

ALL THAT PART OF THE NORTH 318.66 FEET OF GOVERNMENT LOTS 1 AND 2, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 42 EAST, AND THE SOUTH 145.15 FEET OF GOVERNMENT LOTS 4 AND 5 LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A, IN SECTION 30, TOWNSHIP 37 SOUTH, RANGE 42 EAST.

TOGETHER WITH THE FOLLOWING:

ALL THAT PART OF THE SOUTH 401.34 FEET OF THE NORTH 720 FEET OF GOVERNMENT LOTS 1 AND 2, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING:

ALL THAT PART OF THE GOVERNMENT LOTS 1 AND 2, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 42 EAST, MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING THE SOUTH 500.00 FEET THEREOF AND THE NORTH 720.00 FEET THEREOF.

TOGETHER WITH:

NON-EXCLUSIVE PEDESTRIAN BEACH ACCESS EASEMENT AS CONTAINED (WITH QUIT CLAIM, ASSIGNMENT OF RIGHTS UNDER A RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENT) RECORDED IN OFFICIAL RECORDS BOOK 1567, PAGE 296 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

PARCEL I.D. NO: 30-37-42-000-000-0025.0-80000

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

GALLEON ON THE RIVER PROPERTY OWNER'S ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes (the "Florida Not For Profit Corporation Act") and certifies as follows:

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be GALLEON ON THE RIVER PROPERTY OWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association" and its duration shall be perpetual. The mailing address of the Corporation shall be 11200 N.W. 24TH ST., PLANTATION FLORIDA 33323

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to engage as a non-profit organization in protecting the value of the property of the Members of the Association, to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Covenants and Restrictions for GALLEON ON THE RIVER PROPERTY OWNER'S ASSOCIATION, INC. (the "Declaration") to be recorded in the office of the Clerk of the Circuit Court in and for Martin County, Florida, including the establishment and enforcement of payment of charges and Assessments contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property. All terms used herein which are defined in the Declaration shall have the same meaning herein as therein.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- A. To operate and manage the Common Areas in accordance with the purpose and intent contained in the Declaration;
- B. To make and collect Assessments against Members to defray the Common Expenses;
- C. To use the proceeds of Assessments in the exercise of its powers and duties;
- D. To maintain, repair, replace and operate the Common Areas and to maintain such other property which the Association is required to maintain. Pursuant to the Declaration;
- E. To reconstruct Improvements upon the Property after casualty and to further improve the Property;
- F. To make and amend Bylaws for the Association and regulations respecting the use of the Property;
- G. To pay all taxes and other assessments which are liens against the Common Areas;
- H. To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations for the use of the Property;
 - 1. To insure and keep insured the buildings and Improvements of the Association and other Improvements within the Property, as provided in the Declaration and Bylaws.
- J. To provide for management and maintenance and to authorize a management

agent or other entity to assist the Association in carrying out its powers and duties by performing such functions as the collection of Assessments, preparation of records, enforcement of rules and maintenance of such other property as the Association is required to maintain pursuant to the Declaration. The Association shall, however, retain at all times the powers and duties granted it by common law, Florida Statutes and local ordinances including, but not limited to, the making of Assessments, the promulgation of rules, and the execution of contracts on behalf of the Association.

K. To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Members, directors, or officers of the Association.

Section 4. Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERSHIP

Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

ARTICLE V

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) directors. Until such time as Declarant relinquishes control of the Association, as described in the Declaration, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association and no action of the membership of the Association shall be effective unless, and until, approved by

the Developer. Further, until turnover of control by Developer, as aforesaid, no director or officer need be a Member of the Association. After the right of the Developer to appoint any members of the Board of Directors terminates, all officers and directors shall be Members of the Association. The number of directors constituting the initial Board is three (3) and they shall serve until such time as Developer relinquishes control of the Association or until replaced by Developer. Commencing with the first annual meeting of Members following the date on which Developer relinquishes control of the Association, the directors other than those appointed by Developer, shall be elected by the Members of the Association at the annual meeting. The Developer shall be entitled at any time, and from time to time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish in whole or in part any of its rights to appoint any one or more of the directors it is entitled to appoint. The following persons shall constitute the initial Board of Directors:

<u>NAME</u>	<u>ADDRESS</u>
Isaac Gomez	11200 N.W. 24 th St. Plantation, Florida 33323
Juan Gomez	11200 N.W. 24 th St. Plantation, Florida 33323
Juan Lievano	11200 N. W, 24 th St. Plantation, Florida 33323

ARTICLE VI
OFFICERS

Officers shall be elected by the Board of Directors at the annual meetings of the Directors, as provided in the Bylaws. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Until such time as Developer relinquishes control of the Association, as provided in the Declaration, however, Developer shall have the right to approve all of the

officers elected. The names and titles of the Officers who shall serve until removed or until the first election are as follows:

PRESIDENT:	Isaac Gomez
SECRETARY:	Juan Gomez
TREASURER	Juan Gomez

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer of the Association shall be indemnified by the Association as provided in the Declaration.

ARTICLE VIII

SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Isaac Gomez	11200 N.W. 24 th St. Plantation, Florida 33323

ARTICLE IX

BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration. Until such time as Developer relinquishes control of the Association, no amendments to the Bylaws shall be effective unless Developer has joined in and consented thereto in writing.

ARTICLE X

AMENDMENTS

These Articles of Incorporation of the Association may be amended, altered or rescinded as provided in the Florida Not For Profit Corporation Act.

ARTICLE XI

REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be ISAAC GOMEZ and the street address of the registered office of the Association shall be 11200 N.W. 24th St. Plantation, Florida 33323. The Association shall have the right to designate subsequent agents without amending these Articles of Incorporation.

IN WITNESS WHEREOF, the subscriber has executed these Articles of incorporation at Broward County, Florida, this ____ day of _____, 2006

Isaac Gomez, Incorporator

Unofficial Copy

EXHIBIT "C"

**BYLAWS OF
GALLEON ON THE RIVER PROPERTY OWNER'S ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

Article I

Name, Principal Office, and Definitions

Section 1. **Name.** The name of the Association shall be the Galleon on the River Property Owner's Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. **Principal Office.** The principal office of the Association will be as provided in its Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association will be kept at its principal office or in the office of any manager engaged by the Association.

Section 3. **Definitions.** The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants and Restrictions for Galleon on the River Property Owner's Association, Inc. (Said Declaration, as amended, renewed, or extended from time to time, as hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association Membership Meetings, Quorum, Voting, Proxies

Section 1. **Membership.** Each Owner, as defined in the Declaration, shall be a member of the Association ("Member"). Membership shall be effective upon recording in the public records of Martin County, Florida, a deed or other instrument establishing a fee interest in an Owner to a lot, a copy of which shall be delivered by the Owner to the Association. The failure of the Owner to deliver a copy of such deed or other instrument to the Association shall not prevent the Owner from becoming a member of the Association but no Owner shall be entitled to exercise or enjoy the rights and privileges of membership until delivery of the copy of the deed or other instrument to the Association. A Member shall not have authority to act for the Association by virtue of being a Member.

Section 2. **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

Section 3. **Annual Meetings.** The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Members or their alternates. Subsequent annual meetings shall be held during the first quarter of each calendar year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Members representing at least ten (10%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meeting. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice..

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of one or

more Members or their alternates so as to leave less than a quorum present; provided Members representing at least twenty-five (25%) percent of the total votes of the Association remain in attendance; and provided further than any action taken is approved by at least a majority of the votes present.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may not vote by proxy but only in person or through their designated alternates.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws, or in the Declaration, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be 30 percent of the total voting interests. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

ARTICLE III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The directors need not be Members.

Section 2. Appointment of Directors by Developer. Subject to the provisions of Section 6 below, the Developer shall have the right to at any time appoint members to the Board of Directors of the Owners Association to assure that Developer's appointed directors constitute up to seventy-five percent (75%) of the Association's directors until three (3) months after such time as ninety percent (90%) of the total number of Lots allowed by applicable Development Orders issued by Martin County have been conveyed to Owners ("Developer Control Period"). The Developer shall further have the right to appoint at least one member to the Board of Directors of the Owners Associations as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots allowed by applicable Development Orders issued by Martin County. For

purposes of determining when Developer's right of representation in the Owners Association expires, Developer shall have the right to include additional permitted Lots within this calculation as may be described in future Development Orders entered by Martin County.

Section 3. Veto by Developer. This Section 3 may not be amended without the express written consent of the Developer. During the time Developer still has a right of representation in the Association, the Developer shall have the right to veto any action taken by the Board of Directors of the Association at a time when more than twenty-five percent (25%) of the Directors of the Association were not appointed by the Developer. Control of the Owners Association and its records shall be turned over to the members at the earlier of such time as Developer's right of representation expires or the Developer has turned the Owners Association over to the members.

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Developer shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting, and

(b) The Developer shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Developer, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Developer shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Developer, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board of the Association. The Developer shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall not be not less than three (3) nor more than nine (9), as provided in Section 6 below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to directors selected by the Developer, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations for each position shall also be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 6. Election and Term of Office . Notwithstanding any other provision contained herein:

(a) At the end of the Developer Control Period, or whenever the Developer earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Members shall elect three (3) of the five (5) directors, who shall serve as at-large directors. The remaining two (2) directors shall be appointees of the Developer. The directors elected by the Members shall not be subject to removal by the Developer acting alone, and shall be elected for a term of two (2) years.

(b) So long as the Developer owns at least five (5%) percent of the Lots primarily for development and/or resale, it shall be entitled to appoint a director to the Board of Directors, who shall serve at the pleasure of the Developer. At the first annual meeting of the membership after the Developer no longer owns at least five (5%) percent of the Lots primarily for development and/or resale, all five (5) directors shall be elected by the Members. At the expiration of the initial term of office of each elected member of the Board of Directors, and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years.

Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A director who was elected at large solely by the votes of Members other than the Developer may be removed from office prior to the expiration of his or her term only by the votes of a majority of Members other than the Developer. Upon removal of a director, a successor

shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) consecutive unexcused absences from the Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor for the remainder of the term of such director.

Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but commencing with termination of the Developer Control Period, at least four (4) such meetings shall be held during each fiscal year, with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than seven (7) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by facsimile transmission; (d) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, charges prepaid. All such notices shall be given at the director's telephone numbers or sent to the director's address as shown on the records of the Association. Notice sent by first class mail shall be deposited into the United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty eight (48) hours in advance of a meeting except in an emergency.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The Board may permit Directors to participate in a regular or special meeting by the use of telephone or any other means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting for all purposes. The President shall preside over all meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceeding occurring at such meetings.

Section 15. Open Meetings. All meetings of the Board shall be open to all Members of the Association, but Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. The President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

Powers and Duties.

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in any way of explanation, but not limitation:

(a) preparation and adoption, in accordance with Article IV of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the expenses of the Common Area ;

(b) making assessments to defray the expenses related to the Common Area, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the expenses of the Common Areas shall be payable in equal monthly installments or such other method as the Board determines, each such installment to be due and payable in advance on the first day of each month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Area;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Area and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(f) making and amending rules and regulations;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books and detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Lot, any Owner, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

(o) enter into agreements with any person or entity to obtain services or otherwise accomplish the objectives of the Association, upon such terms and for such duration as the Association Board of Directors deems fair and reasonable.

Section 18. Management. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 17 of this Article. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager.

Section 19. Accounts and Reports. The following accounting and financial reporting standards will be followed, unless the Board by resolution specifically determines otherwise:

(a) annual accountings shall be on either the cash or accrual method, as determined by the Board upon the advice of the Association accountants;

(b) the annual financial report shall be in a format permitted by Section 720.303, Florida Statutes;

(c) the annual financial report shall be distributed to all Members, or a written notice that a copy of the annual financial report is available upon request at no charge to the member, within the time provided in Section 720.303, Florida Statutes, after the close of the fiscal year. The annual financial report shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Developer Control Period, the annual report shall include certified financial statements.

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm provided goods and services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (A quarterly installment of the annual assessment shall be considered to be delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors); and

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of constructing, improving, maintaining, repairing or restoring the Common Areas without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval, in the same manner as required for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year. Notwithstanding anything to the contrary contained in the Declaration, these Bylaws, or the Articles of Incorporation, during the Developer Control Period, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one (51 %) percent of the Members other than the Developer and the Developer's nominees.

Section 21. Rights of the Association. With respect to the Common Area, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various services, duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, service, operational, or other agreements with trusts, condominium, cooperatives and other owners or residents associations, both within and outside the Property. Such agreements shall require the consent of a majority of all Directors of the Association.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, to suspend an Owner's right to vote or to use the Common Area, and to exclude contractors, subcontractors, agents and other invitees of an Owner or Occupant from the Property for violation of any duty imposed under the Declaration, these Bylaws, any rules and regulations duly adopted hereunder, or any of the design and development guidelines and procedures adopted pursuant to Article II of the Declaration; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner, shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. In no event shall a fine imposed pursuant to the Section exceed the maximum fine provided by Section 720.305, Florida Statutes as amended or superceded from time to time.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Covenants

Committee, if any, or Board of Directors for a hearing, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any enforcement action undertaken by the Association, whether suit is filed or not, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV **Officers**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc.. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V **Committees**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Article VI **Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration; and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe in the manner and within the time provided by Section 720.303, Florida Statutes, as amended or superceded from time to time.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of records;
- (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Until termination of the Developer Control Period, Developer may unilaterally amend these Bylaws. Thereafter or otherwise, these Bylaws may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing sixty-seven (67%) percent of the total votes in the Association, including sixty seven (67%) percent of the votes held by Members other than the Developer, and the consent of the Developer, so long as Developer has any right of representation in the Association. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Martin County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Galleon on the River Property Owner's Association, Inc., a Florida not-for-profit Corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at the meeting the Board of Directors thereof held on the _____ day of _____, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this _____ day of _____ 2006.

Isaac Gomez, President

EXHIBIT "D"
PRESERVE AREA MANAGEMENT PLAN
for
GALLEON ON THE RIVER PUD

Date of Approval:
Approving Body:

The following Preserve Area Management Plan (PAMP) has been provided by the Martin County Environmental Planning Division to the developer of the Galleon on the River PUD. This Preserve Area Management Plan is required, pursuant to Land Development Regulations, Article 4, Section 4.1 regarding Wetland Protection, Section 4.2 regarding Upland Protection and Section 4.8 regarding Excavation, Filling and Mining Activities.

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- List of Exhibits**

- Exhibit "A" – Final Site Plan**
- Exhibit "1" – Location Map**
- Exhibit "2" – Vegetation Inventory/FLUCCS Map**
- Exhibit "3" – Soil Survey Map**
- Exhibit "4" – Listed Species Survey**
- Exhibit "5" – Agency Contacts**

PART I - RESPONSIBILITIES

1.0 GENERAL

The owner/developer of the Galleon on the River PUD, (i.e. Galleon on the River Community Developers, Inc.) their successors, and assigns, their environmental consultants and contractors will implement Part I of this Preserve Area Management Plan. Pursuant to Article 10, Section 10.17 of the code of Laws and Ordinances of Martin County, this includes monthly monitoring reports on PAMP compliance throughout all phases of construction. The engineer of record is ultimately held responsible for the filing of such reports.

2.0 ENVIRONMENTAL ASSESSMENT

As per the location map attached as Exhibit "1", the subject property is located west of SR A1A on Hutchinson Island, north of the existing Publix Shopping Plaza in Martin County, Florida. The 2000 aerial photograph submitted with the subject application identifies the limits of the property and surrounding uses. Upland and wetland habitats on site were classified using the Florida Land Use Cover and Forms Classification System (FLUCCS). Of the total 43.71 acres, approximately 13.27 acres occur as relatively undisturbed coastal hardwood forest (FLUCCS #420) and 30.44 acres occur as mangrove swamp (FLUCCS #612). The locations of the vegetative covers and land uses are shown on the Vegetation Cover Map attached as Exhibit "2".

The wetlands delineation shown on Exhibit "2" has been reviewed and approved by the South Florida Water Management District (SFWMD). All natural wetlands claimed by the SFWMD will be preserved and maintained in accordance with the Martin County Comprehensive Growth Management Plan and the wetlands protection ordinance. The Army Corps of Engineers (ACOE) has also approved a wetland delineation, however wetland preserve areas are based on the SFWMD's delineation as required by Martin County and the State of Florida.

The project consists of 17 single family lots and supporting infrastructure improvements. Except for an elevated boardwalk that will be processed pursuant to a separate permit from the Florida Department of Environmental Protection and Martin County, there are no impacts to wetlands. In addition, a minimum 75' wide wetland buffer is provided consistent with the Martin County Comprehensive Plan and the wetlands protection ordinance.

2.1 Soil Survey

As indicated on the soil survey map from the Martin Soil and Water Conservation District (see attached Exhibit "3") wetland soils on the subject property primarily consist of Okeelanta variant muck. This nearly level, poorly drained soil type is common along the tidal mangrove swamps that border the Intracoastal Waterway in Martin County. The soil is flooded by high tides daily or seasonally or during storm periods. The water table is within a depth of 10 inches at all other times. Natural vegetation in this soil type consists of red, black and white mangroves. Open land in the mangrove areas is covered with glasswort, sea-oxeye daisy and other salt-tolerant plants.

Soils in the upland areas of the site consist almost entirely of Canaveral sand. This nearly level to gently sloping soil type is somewhat poorly to moderately well-drained. It is common on

dune-like ridges and side slopes bordering mangrove swamps. In most years under natural conditions the water table is at a depth of 10 to 40 inches throughout the year. Natural vegetation consists of cabbage palm, live oak, marlberry, red bay, gumbo limbo, saw palmetto, sea grape, wild coffee, ferns and a sparse groundcover of grasses and sedges.

2.2 Existing Habitats

The location of existing vegetation types is provided on the enclosed Vegetation Inventory Map (refer to Exhibit "2", FLUCCS Map) and classified in accordance with the Florida Land Use Cover and Forms Classification System (FLUCCS).

Wetlands

Of the total 43.71 acres, approximately 30.44 acres occur as tidal mangrove swamp wetlands (FLUCCS #612). The locations of the various vegetative covers and land uses are shown on the Vegetation Cover Map attached as Exhibit "2".

The wetland delineation shown on Exhibit "2" has been reviewed and approved by the South Florida Water Management District (SFWMD). All natural wetlands claimed by the SFWMD will be preserved and maintained in accordance with the Martin County Comprehensive Growth Management Plan and the wetlands protection ordinance. The delineation of wetland preserve areas are based on the SFWMD's delineation as required by Martin County and the State of Florida. As shown on the Galleon on the River PUD Master Plan (see Exhibit "A" attached), approximately 30.44 acres of wetland habitat will be preserved and maintained in accordance with this Preserve Area Management Plan.

All wetlands within the project boundaries have been delineated and described in compliance with Section 17-340 F.A.C. The attached Vegetation Cover Map (Exhibit "2") was prepared by a qualified professional and approved by the SFWMD and the Army Corps of Engineers. The wetland delineations are consistent with the U.S. Fish and Wildlife Service National Wetlands Inventory (NWI). The wetland limits shown on Exhibit "2" exceed the limits shown on the NWI maps because the wetlands on site were surveyed after delineation and inspection by the SFWMD. The United States Environmental Protection Agency is not responsible for delineating the wetlands on the subject property. State jurisdiction has been determined by the SFWMD and Federal jurisdiction has been determined by the U.S. Army Corps of Engineers (ACOE).

Uplands

Of the total 43.71 acres, approximately 13.27 acres occur as relatively undisturbed coastal hardwoods or maritime forest (FLUCCS #420). As shown on the Galleon on the River PUD Master Plan (see Exhibit "A" attached), approximately 3.59 acres (27%) of the coastal hardwood forest on site will be preserved and maintained in accordance with this Preserve Area Management Plan.

2.3 Listed Species Survey

A preliminary listed species survey for the entire project site was performed by G.K. Environmental, Inc. on September 10, 2001. The final report is attached as Exhibit "4". The results of the survey indicate no direct observations of endangered or threatened species during the site inspection of the upland portion of the site. No evidence of the threatened gopher

tortoise (*Gopherus polyphemus*) and related burrow commensal species was apparent and no burrows or specimen of the federally threatened southeastern beach mouse was observed on site during the site inspection. Suitable beach mouse and gopher tortoise habitat does not appear to exist on site primarily due to the dense growth of sawpalmetto and overstory vegetation which eliminates open areas for foraging and burrowing. The existing upland habitat on site has been known to support the threatened eastern indigo snake although none were observed on site during the inspection. Because their occurrence is possible, construction precautions and protection measures for indigo snakes will be implemented during site clearing.

The wetlands on site (i.e. tidal mangrove swamp) provide critical habitat for various wading birds, fish and other shoreline wildlife. Their protection is primary in maintaining the water quality and functional integrity of the Indian River Lagoon. Except for a maximum 12' wide elevated boardwalk to access the waterfront, no impacts to the wetlands are proposed. To maintain and enhance the utilization of this area by wildlife, all exotic vegetation will be removed by the developer and an easement will be provided to the Florida Oceanographic Society to allow tidal restoration to the areas impacted by the mosquito ditching that occurred throughout the 1950's and 60's.

2.4 Previous Impacts

Except for the perimeter of the site along SR A1A and the mosquito ditch impoundments, the site is relatively free of major areas of exotic plant infestation. Both Australian pine and Brazilian pepper trees have infested the mosquito ditch spoil areas and the roadside area along SR A1A.

2.5 Agency Contacts

The recommendations contained in the Preliminary Site Assessment prepared by G.K. Environmental, Inc. are consistent with state and federal guidelines and will be strictly adhered to. To confirm the findings and recommendations presented in the Listed Species section of the report, copies of the report and this Preserve Area Management Plan have been forwarded via certified mail return-receipt requested, to the United States Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission (refer to Exhibit "5").

3.0 DELINEATION OF PRESERVE AREAS

For the purposes of this plan, Preserve Areas shall be defined as the Upland and Wetland Preserve Areas shown on the Master Plan for the Galleon on the River PUD, a reduced copy of which is attached hereto and made a part hereof as Exhibit "A."

3.1 The final site plans and plats, including construction plans, are to be labeled with the O.R. Book and Page number where the Preserve Area Management Plan is recorded. All Preserve areas are to be labeled: "PRESERVE AREA - NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY ENVIRONMENTAL PLANNING ADMINISTRATOR."

4.0 SURVEY AND BARRICADING REQUIREMENTS

All Preserve Areas shall be surveyed and staked based on the approved Master and Final Site Plans for the Galleon on the River PUD, a reduced copy of which is attached hereto and made a

part hereof as Exhibit "A". No plant material shall be removed from the Preserve Areas to facilitate surveying, fencing or soil boring sampling without prior permission from the Environmental Planning Administrator.

4.1 BARRICADING REQUIREMENTS – Placement and Removal

Prior to clearing, the developer shall ensure that all Preserve Areas and wetlands are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades must be inspected by appropriate County staff prior to the commencement of work. Removal of the barricade materials must be done upon issuance of the final certificate of occupancy with authorization from appropriate County staff.

- a) Barricades (not including turbidity screens) must be high-visibility orange safety fence (recommended) with a final height of at least 4 feet above the ground. Barricades must not be attached to vegetation.
- b) All barricades and turbidity screens must be upright and maintained intact for the duration of construction.
- c) Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades must be offset at least 10 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.
- d) All native vegetation not slated for removal as part of the development plans shall be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.
- e) Cut or fill must meet existing grade without encroaching into Preserve Areas.
- f) Wetlands shall be protected from possible surface water runoff by the placement of silt screens, hay bales, or other turbidity control measures, at or beyond the Preserve Area delineation line prior to construction.

CONTRACTORS PLEASE NOTE:

Failure to comply with these guidelines will be considered a violation of the site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant or developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.

4.2 BOUNDARY MARKERS – Signs

Preserve areas shall be posted with permanent signs (boundary markers) approved by the Martin County Environmental Planner to indicate that a preserve area exists within or adjacent to the lot. Boundary marker signs will be required to be in place prior to the issuance of a building permit for construction on the lot as set forth in Part II of this plan.

5.0 PROHIBITED ACTIVITIES

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

- 5.1 No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within 50 feet of any Preserve Areas and shall be removed upon completion of construction work.**
- 5.2 Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of 5 feet from the preserve area boundary.**
- 5.3 Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management should not alter the hydrology of adjacent preserve areas. Nor should any activities increase non-point source pollution in the preserve.**

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas shall be left undisturbed.

- 6.1 All maintenance of Preserve Areas will be in accordance with this Preserve Area Management Plan for the Galleon on the River PUD. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional. Maintenance and management activities must be approved by the Martin County Environmental Planner. The following activities are allowed within the Preserve Areas with written approval from the Martin County Environmental Planner):**
 - 1) Removal of exotic plant material and refuse [see paragraph 6.2]**
 - 2) Revegetation - planting indigenous vegetation [see paragraph 6.3]**
 - 3) Removal of dead or diseased plant material [see paragraph 6.4]**
- 6.2 Exotic Vegetation is a plant species designated as a Category I or II as defined by the most current List of Florida's Most Invasive Species by the Exotic Pest Plant Council. Exotic vegetation in Preserve Areas shall be removed by the least ecologically damaging method available. Such methods include hand pulling, hand spading, chain saw and/or treatment with an appropriate herbicide. Any exotic vegetation, which may be present in Wetland Preserve Areas, shall be treated with an appropriate herbicide. No debris such as plant clippings or wood scraps shall be allowed in the Preserve Areas. Construction debris,**

abandoned equipment and trash shall be removed from the project site and disposed of according to local, state and federal regulations.

Exotic vegetation removal in the preserve area shall commence in conjunction with the final site plan for the phase in which the preserve area is located in or adjacent to. Exotic plant removal and any revegetation shall be completed prior to the issuance of a Certificate of Occupancy within each respective phase of development.

- 6.3 Any revegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species indicative of the existing plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Revegetation plans shall be submitted to the Martin County Environmental Planner for approval prior to implementation.
- 6.4 Dead or diseased plant material may be removed only upon a written finding by the Martin County Environmental Planner that the material creates a safety hazard to buildings within the fall zone of the material. Diseased material may be removed only upon a written finding by the Martin County Environmental Planner that the material creates a risk to the continued health of the Preserve Area. Revegetation may be required for any removed plant material.
- 6.5 Prescribed burns will be conducted by a certified burn manager who is also responsible for gathering all appropriate permits from State and local agencies.
- 6.6 Previous or potential drainage impacts, to the extent technically feasible, will be corrected in accordance with the state water quality permit issued by the South Florida Water Management District. Water quality and the rate, timing, and volume of run-off should recreate natural conditions for the benefit of wetlands and recurring waters.
- 6.7 Wetlands on adjacent property shall also be protected from adverse impact to the extent possible.
- 7.0 **PROTECTIVE MEASURES FOR LISTED SPECIES**
This section identifies the listed species protection measures that must be adhered to prior to and during all construction activities.
- 7.1 Gopher Tortoises are a protected species, (current designation is a species of special concern). Under Florida law, no person may take, possess, transport or sell a species of special concern. **NO LAND CLEARING OR CONSTRUCTION SHALL OCCUR UNTIL ALL TORTOISES WHICH WILL BE IMPACTED ARE RELOCATED TO UPLAND PRESERVATION EASEMENTS OR OFF-SITE.** A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth in section 7.3. Tortoise burrows may either be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During

clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should a gopher tortoise be seen during the clearing and grubbing, all equipment operations will be stopped. The gopher tortoise(s) will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operation can resume.

7.2 **Endemic Species:** All gopher tortoise relocation efforts include trapping for endangered endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corias couperi*).

7.3 **Relocation:** If the number of tortoises exceeds the carrying capacity of the remaining natural area the Martin County Planning and Development Services will be notified and provided a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by an environmental professional licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

Upon request, the Environmental Planner may meet with the responsible parties (eg. Home Owners or Property Owners Association) to review the annual monitoring report findings and supply technical assistance and support for stewardship .

9.0 TRANSFER OF RESPONSIBILITIES

The developer will be responsible for all requirements of Part I of the Preserve Area Management Plan until such time as the developer transfers responsibility to the Association. Developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots. At such time as the developer is ready to transfer control of the Meadowbrook Preserve Areas to the property owners, whether the developer retains ownership of lots in the project or not, an environmental professional shall certify to Martin County in writing that the Preserve Areas are in full compliance with this plan.

After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

The developer and/or successor shall be charged with maintaining the Preserve Areas in their existing natural condition and with the periodic removal of invading exotics particularly Brazilian pepper, Australian pine and melaleuca.

PART II. ANNUAL MONITORING REPORTS ON THE STATUS OF THE PRESERVE AREA.

10.0 ANNUAL REPORTS

Monitoring: Annual monitoring and report writing is to be conducted by a qualified environmental professional and submitted under his/her signature to the Martin County Environmental Division. The monitoring shall be conducted at the end of the wet season usually by November 30 and a report of the monitoring submitted within 30 days of the completion of the monitoring. Monitoring shall be done for a period of 5 years from the date of completion of the project or project phase encompassing the monitored area.

- a) Reports shall document vegetational changes including encroachment and/or over growth of noxious and exotic vegetation.
- b) Fixed-point panoramic photos of all Preserve Areas must be included in each report.
- c) The reports are to include recommendations for exotic vegetation removal, revegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A time table for action within 90 days of the report will be prepared and followed.
- d) The Annual Report must list any violation of the Preserve Area Management Plan and make recommendations and develop a schedule for remedial action along with any enhancement activities proposed for the coming year. Appropriate action including potential fines may result from failure to report violations.

After the initial 5-year monitoring period, the Preserve Areas can be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity consistent with the provisions of this Plan.

- 10.1 COUNTY INSPECTIONS:** Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, and upon proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

PART III. VIOLATIONS AND ENFORCEMENT PROVISION

11.0 Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding, which may result in penalties. Appropriate revegetation and other remedies, such as fines and fees covering staff time may be required of any person, corporation or other entity found in violation of any of the provisions of the appropriate section in Article 10 of the Martin County Land Development Regulations.

**EXHIBIT "A"
FINAL SITE PLAN**

Unofficial Copy

**EXHIBIT "1"
LOCATION MAP**

Unofficial Copy

EXHIBIT "2"
VEGETATION COVER MAP

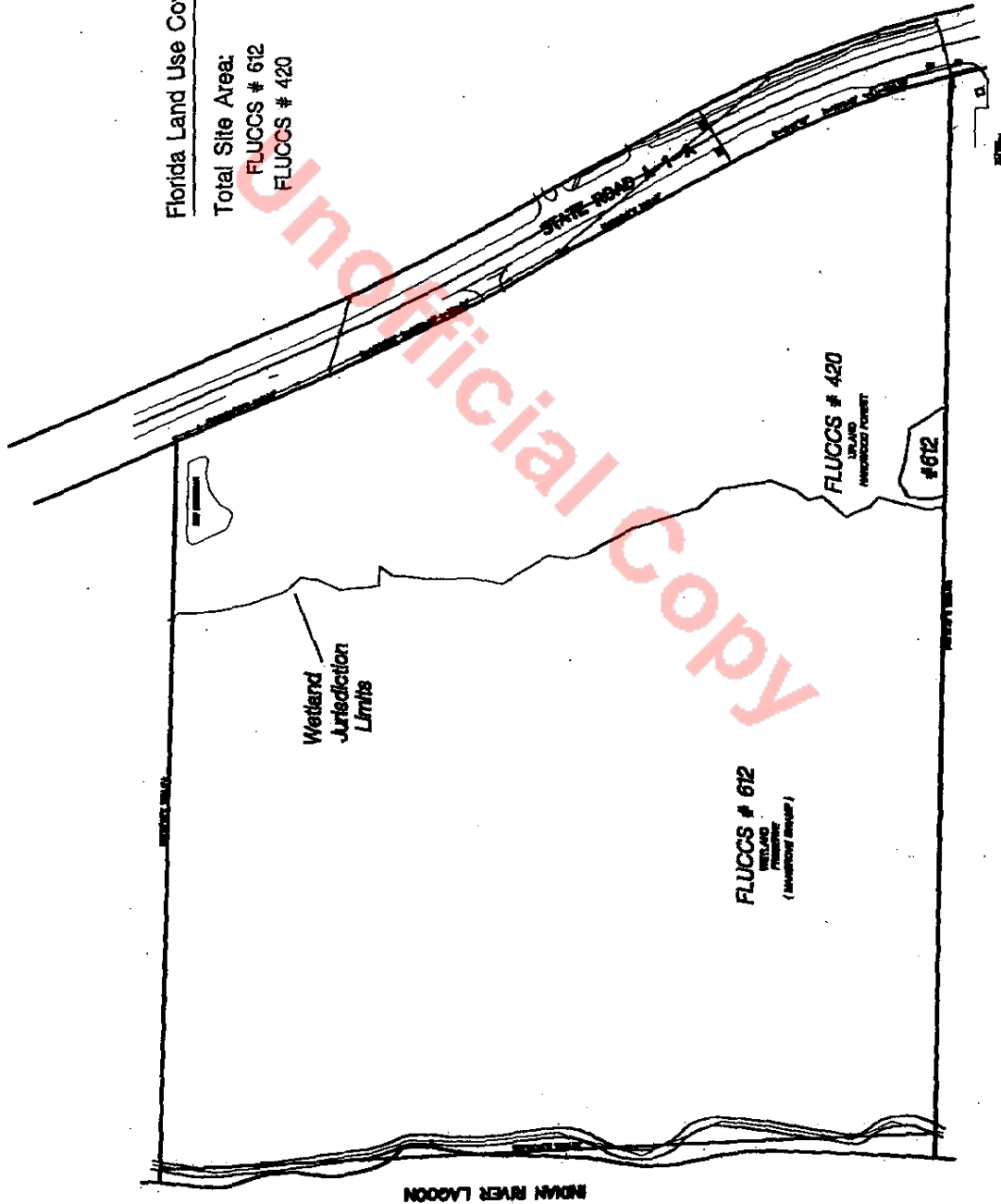
Unofficial Copy



Lucido & Associates
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 10000 N. US Highway 1, Suite 200, Palm Beach Gardens, FL 33418
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Florida Land Use Cover and Forms Classification System

Total Site Area: 43.71 Ac.
 FLUCCS # 612 30.44 Ac.
 FLUCCS # 420 13.27 Ac.



Galleon on The River PUD(r)
 Vegetation Inventory Map

Marlin County, Florida

Drawn by	Checked by	Project Number	Date

**EXHIBIT "3"
SOIL SURVEY MAP**

Unofficial Copy



(Joins sheet 10)

770 000 FEET

1:245 000 FEET

The water table is at a depth of 20 to 40 inches during most of the year. Permeability is mainly rapid. The available water capacity is variable but is generally low in the mineral soil layers and high in the organic layer. Natural fertility is low.

Most areas of this soil are used for urban development. Some small areas are used for citrus where low, wet organic soils are covered so that continuous, uniform bedding can be established.

This soil is poorly suited to citrus trees. The weight of the overburden in the beds compresses the underlying organic material and allows the beds to sag. Also, the compression reduces permeability and in places causes a thin seal to form at the surface of the organic material. In these places the water table remains high, trees grow poorly, and the drainage furrows hold water and become boggy.

The potential is variable for most urban uses because of a wide range in soil properties. Low soil strength and wetness are the major limitations. This soil has high potential for playgrounds. Onsite investigation is necessary to determine the limitations and suitability of each site.

This soil is not assigned to a capability subclass.

28—Canaveral sand, 0 to 5 percent slopes. This nearly level to gently sloping soil is somewhat poorly drained to moderately well drained. It is on low dunelike ridges and side slopes bordering sloughs and mangrove swamps. Areas range from 15 to about 100 acres. Slopes are smooth to convex and range from 0 to 5 percent.

Typically, the surface layer is dark brown sand and shell fragments. The underlying layers are light brownish gray sand and multicolored shell fragments.

Included with this soil in mapping are soils that are similar to this Canaveral soil but have a thicker, dark colored surface layer or have steeper slopes. Also included are small areas of Arents, Arents organic substratum, Palm Beach, and Cocoa Variant soils. Total inclusions in any area are about 25 percent.

In most years under natural conditions, the water table is at a depth of 10 to 40 inches for 2 to 6 months. Permeability is very rapid, and the available water capacity is very low. Natural fertility and the content of organic matter are very low.

Native vegetation consists of cabbage palm, scattered sawpalmetto, and magnolia and bay trees. Many areas have Australian pine and cabbage palm and a sparse ground cover of grasses and sedges.

This soil is not suited to cultivated crops. It is poorly suited to improved pasture grasses. Low water retention and low natural fertility severely reduce the variety of grasses.

The potential is low for pine trees. Moderate equipment limitations and severe seedling mortality are the main management concerns. Slash pine is better adapted than other species.

This soil is in capability subclass VIc.

30—Bessie muck. This nearly level, organic soil is very poorly drained. It is in mangrove swamps along coastal areas, especially the Intracoastal Waterway. Areas range from about 20 to 200 acres. Slopes are less than 1 percent.

Typically, the surface layer is dark reddish brown muck about 18 inches thick. This layer has a high percent of fine mineral material. Next is 26 inches of very dark grayish brown clay. Below this is dark gray fine sand with shell fragments.

Included with this soil in mapping are small areas of Okeelanta Variant, Aquents, and Canaveral soils. Also included are small areas of soils that have less than 16 inches or more than 40 inches of organic material and small areas of soils that have a mineral surface layer overlying organic materials. Total inclusions in any area are less than 20 percent.

The water table is dependent on tidal action. It is at or above the surface during high tides and storm periods and is within a depth of 10 inches at all other times. The available water capacity is very high in the organic surface layer and high in the clayey substratum. Permeability is rapid in the organic layer and slow or very slow in the clayey substratum. The natural fertility is medium, and salinity is high.

The natural vegetation is a dense growth of red, black, and white mangrove trees and bushy sea-oxeye, sea purslane, leather fern, and glasswort in more open areas.

This soil is not suitable for cultivated crops, citrus, pasture, or pine trees.

This soil is in capability subclass VIIIw.

31—Cocoa Variant sand. This nearly level soil is moderately well drained. It is on low ridges on Hutchinson Island. Areas range from about 10 to 40 acres. Slopes are smooth to convex and range from 0 to 2 percent.

Typically, the surface layer is sand about 14 inches thick; the upper 8 inches of the surface layer is very dark brown, and the lower 6 inches is brown. The subsoil is brown sand about 6 inches thick. Next is very pale brown sand to a depth of about 25 inches. Below this is coquina limestone. The layers below the surface layer are about 50 percent shell fragments.

Included with this soil in mapping are small areas of soils that are similar to this Cocoa Variant soil but have a thinner, dark colored surface layer. An area on Jupiter Island has soils that are similar to this soil but are slightly elevated, well drained, do not have the dark colored surface layer, and have a redder subsoil. The behavior of these soils is enough like Cocoa Variant soils that nothing would be gained by mapping them separately. Also included are small areas of Canaveral and Palm Beach soils and soils deeper than 40 inches to limestone. Total inclusions in any area are less than 15 percent.

pockets and tongues of material from the subsurface layer, and the lower 11 inches is grayish brown sandy clay loam. Below this is grayish brown loamy fine sand with pockets of fine sand to a depth of 50 inches or more.

Included with this soil in mapping are small areas of Chobee, Floridana, Holopaw, Pineda, Wabasso, and Winder soils. Also included are small spots of soils that have a thin layer of organic material on the surface. Total inclusions in any area are less than 20 percent.

This soil is ponded for 6 to 9 months in most years. During the dry season, the water table recedes to a depth of 10 to 40 inches. The available water capacity is low in the surface and subsurface layers, medium in the upper 10 inches of the subsoil, and low below this. Permeability is rapid in the sandy surface and subsurface layers, slow or very slow in the upper part of the subsoil, and rapid below this. Natural fertility and the content of organic matter are low.

Numerous areas of this soil are used for citrus and improved pasture grasses. Most areas remain in native vegetation of queensdelight, sand cordgrass, St. Johnswort, maiden cane, and water tolerant grasses and sedges. Some areas have dense to scattered stands of cypress trees.

Under natural conditions, this soil is not suited to cultivated crops, improved pasture grasses, or citrus. It occupies the lowest positions in the landscape, and drainage outlets are generally not available. However, the depressions in which this soil occurs are generally so numerous in areas of soils being developed that they are included in the developments. Although this soil receives the same drainage and management as the adjoining soils, it generally does not produce so well.

In the natural state, areas of this soil provide nesting and feeding areas for a variety of wetland wildlife.

This soil is in capability subclass VIIw.

50—Okeelanta Variant muck. This nearly level soil is very poorly drained. It is in tidal mangrove swamps along the intra-coastal waterway and the upper reaches of the Loxahatchee River and the South Fork of the St. Lucie River. Areas generally range from about 20 to 200 acres. Slopes are less than 1 percent.

Typically, the surface layer is black muck about 4 inches thick. Next is dark reddish brown mucky peat about 16 inches thick. Below this is sand mixed with shell fragments to a depth of 60 inches or more. The upper 8 inches of sand is very dark brown, the next 8 inches is very dark grayish brown, the next 6 inches is dark grayish brown, and the lower 18 inches is grayish brown.

Included with this soil in mapping are small areas of Aquents, Bessie, and Canaveral soils. Also included are small areas of soils that are similar to this Okeelanta Variant soil but have slightly less than 16 inches of organic material and soils that do not have mucky peat in the organic material. Total inclusions in any area are less than 20 percent.

This soil is flooded by high tides, daily or seasonally, and during storm periods. The water table is within a depth of 10 inches at all other times. Permeability is rapid in all layers. The available water capacity is very high in the organic layers and very low to low in the underlying sand and shell layers. Natural fertility is high.

All areas of this soil are in natural vegetation of red and black mangrove trees, with scattered areas of white mangrove in places. Openland in the mangrove areas is covered with glasswort, bushy sea-oxeye, and other salt-tolerant plants.

This soil is not suited to cultivated crops, improved pasture grasses, or pine trees. Wetness and salinity are the major limiting factors. Areas of this soil are better utilized if left in their native condition and used as wildlife habitat and marine life breeding areas.

This soil is in capability subclass VIIw.

51—Pompano fine sand, occasionally flooded. This nearly level soil is poorly drained. It is in narrow drainage ways. Areas are long, narrow, and highly dissected by stream action. Slopes are dominantly 0 to 2 percent, but stream dissection has created numerous short steep side slopes.

Typically, the surface layer is dark gray fine sand. Below this is fine sand to a depth of 80 inches or more. The upper part is light gray and has white pockets. Next is mottled light brownish gray with dark grayish brown and very dark grayish brown pockets. The lower part is light gray fine sand with a few grayish brown pockets.

Included with this soil in mapping are small areas of soils that have a finer textured, darker colored surface layer and soils that have an organic surface layer 2 to 12 inches thick. Also included are more poorly drained soils in stream bottoms and old isolated meanders and soils in small fringe areas that have a dark colored, weakly cemented sandy subsoil. Total inclusions in any area are about 30 percent.

The water table is generally at a depth of 10 to 40 inches, but depth to the water table at any particular site depends on the elevation of the soil surface above the stream bottom. Occasionally, rainfall over the watershed produces flooding. When this occurs, the soil is covered with fast moving water for brief periods of 2 to 7 days. At all other times the stream provides drainage for the soil.

Permeability and the available water capacity are somewhat variable, but in most places permeability is very rapid, and the available water capacity is low. Natural fertility and the content of organic matter are low.

Areas are in native vegetation consisting of dense stands of cabbage palm, water oak, sweetbay, swamp maple, cypress, slash pine, ferns, vines, and grasses.

This soil is not suited to cultivated crops, pasture, citrus, or pine trees.

This soil is in capability subclass VIIw.

52—Malabar sand. This nearly level soil is poorly drained. It is in broad, low areas of flatwoods and

EXHIBIT "4"
LISTED SPECIES SURVEY

Unofficial Copy

G. K. ENVIRONMENTAL, INC.*Environmental Consulting*

George R. Kulczycki

155 McKee Lane

Vero Beach, FL 32960

561-567-9129

**PRELIMINARY ENVIRONMENTAL SITE
ASSESSMENT****OF PROPERTY LOCATED AT:****GALLEON BAY****JENSEN BEACH / MARTIN COUNTY****NORTH A-1-A****SECTION 30 & 31, TOWNSHIP 37S, RANGE 42E****43.3± ACRES****Prepared for:****Mr. Christopher Dalfo****Mercedes Homes****1640 S.W. Biltmore Street****Port St. Lucie, FL 34984****September 12, 2001**

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- 2.0 Introduction**
 - 2.1 Purpose**
- 3.0 Site Description**
 - 3.1 Location and Legal Description**
 - 3.2 Site and Vicinity Characteristics**
 - 3.3 Current Uses of the Property**
 - 3.4 Past Uses of the Property (to the extent identified)**
 - 3.5 Soils**
 - 3.6 Endangered and Threatened Species**
 - 3.7 Regulatory Wetlands**
 - 3.8 Archaeological Review**
- 4.0 Results**
- 5.0 Conclusions / Recommendations**
- 6.0 Appendix**
 - 6.1 Qualifications of Environmental Professional Conducting this Environmental Site Assessment**
 - 6.2 Photographs**
 - 6.3 Location Maps, Aerial Photographs, Soils Map and Report, Wetland Aerial, Federally Listed Species in Martin County**

1.0 SUMMARY

G.K. Environmental, Inc. (GKE) has been retained by Mr. Chris Dalfo, Mercedes Homes, to conduct a Preliminary Environmental Site Assessment of the subject property located in Jensen Beach, Martin County, Florida, Sections 30 and 31, Township 37 S, Range 42 E (43.3± acres).

2.0 INTRODUCTION

2.1 PURPOSE

The purpose of this environmental assessment was to preliminarily identify any recognized environmental conditions on the subject property, located at Sections 30 and 31, Township 37S, Range 42E, Martin County, Florida. Scope of services include: a) **G.K.E.** to complete a preliminary site inspection of the property, b) **G.K.E.** to flag State and Federal jurisdictional wetlands, c) **G.K.E.** to delineate approximate wetland locations on county blue-line aerial photographs, and d) **G.K.E.** to provide a preliminary baseline field survey on the subject property (including habitat information) for State / Federal listed endangered and threatened species and species of special concern. This report is intended for the sole use of the client, Mr. Chris Dalfo, unless otherwise specified. The property is to be used for single-family residential development.

3.0 SITE DESCRIPTION

3.1 LOCATION AND LEGAL DESCRIPTION

Physical address: North A-1-A, Margin County
(adjacent to new Publix Grocery Store)

Mailing address: Mr. Christopher Dalfo
Mercedes Homes
1640 S. W. Biltmore Street
Port St. Lucie, FL 34984

3.2 SITE AND VICINITY CHARACTERISTICS

The subject property is located in Martin County, Sections 30 and 31, Township 37S, Range 42E (see enclosed maps) and consists of approximately 43.3± acres.

The subject parcel is located on the west side of A-1-A and runs from S.R. A-1-A, westerly on the north side 1,241± feet to the Indian River Lagoon and on the south side, westerly 1,810± feet to the Indian River Lagoon. Approximately 30.0± acres of the subject parcel are considered jurisdictional mangrove wetlands (mosquito impoundment). It is unknown at this time if these wetlands are tidal to the Indian River Lagoon or impounded with no tidal connection.

The upland portion (13.0± acres) of the subject site consists of a coastal oak hammock with evidence of previous disturbance in the north central area of the uplands as indicated by the dominance of exotic vegetation.

The property to the north consists of a single-family residence with similar habitat on the subject site.

The property to the east (east side of A-1-A) consists of recently platted single-family oceanfront lots.

The abutting property to the south consists of a new Publix grocery store, with small adjoining shops.

Dominant upland canopy and mid-canopy vegetation on the subject property consists of, but is not limited to the following:

Live Oak	<i>Quercus virginiana</i>
Red Bays	<i>Persea borbonia</i>
Australian Pine	<i>Casuarina equisetifolia</i>
Brazilian Pepper	<i>Schinus terebinthifolus</i>
Cabbage Palm	<i>Sabal palmetto</i>
Saw Palmetto	<i>Serenoa repens</i>
Wild Coffee	<i>Psychotria nervosa</i>
Myrsine	<i>Rapanea punctata</i>
Sea Grape	<i>Coccoloba uvifera</i>
Saltbush	<i>Baccharis spp.</i>
Strangler Fig	<i>Ficus aurea</i>
Wax Myrtle	<i>Mymca cerifera</i>
Gumbo-limbo	<i>Bursera simaruba</i>
Florida Boxwood	<i>Schaefferia frutescens</i>

Dominant wetland vegetation along the upland / wetland edge consists of:

Red Mangroves	<i>Rhizophora mangle</i>
Black Mangroves	<i>Avicennia nitida</i>

White Mangroves	<i>Laguncularia racemosa</i>
Brazilian Pepper	<i>Schinus terebinthifolus</i>
Australian Pine	<i>Casuarina littorea</i>
Leather Fern	<i>Acrostichum avreum</i>

3.3 CURRENT USE OF THE PROPERTY

The property is currently undeveloped.

3.4 PAST USES OF PROPERTY (to the extent identified)

According to current Martin County aerials and site inspection, this property appears to have been undisturbed / undeveloped for the past thirty-plus years.

3.5 SOILS

According to the U.S. Soil Conservation Service's soil survey for Martin County, there are two (2) general soil types: 1) **TYPE 2-PALM BEACH-CANAVERAL-BEACHES, AND 2) TYPE 15-BESSIE-OKEELANTA VARIANT-TERRA CEIA VARIANT.**

1) **TYPE-2, PALM BEACH-CANAVERAL-BEACHES:** *Nearly level to sloping, excessively drained, moderately well drained, and somewhat poorly drained soils that are sandy throughout and contain shell fragments.*

The natural vegetation in most areas of this unit is sawpalmetto, seagrape, sea oats, and scattered cabbage palm. Much of Jupiter Island is covered with a variety of subtropical hardwoods, shrubs, and other plants.

Most areas of this unit are in natural vegetation. Some areas are used for residential development, and some are used for recreation.

2) TYPE 15 – BESSIE-OKEELANTA VARIANT-TERRA CEIA VARIANT: *Nearly level, very poorly drained organic soils; some have a clayey layer in the substratum, some have a sandy substratum, and some have more than 50 inches of organic material.*

This map unit consists of mangrove swamps that are subject to tidal flooding by saltwater. Areas of this map unit are on Hutchinson Island and along the Intracoastal Waterway, the Loxahatchee River, and the South Fork of the St. Lucie River.

The natural vegetation is dominantly red mangrove with black mangrove in coastal areas, and white mangrove and cypress in the two river systems. Leather fern is also common along the inland rivers.

3.6 ENDANGERED AND THREATENED SPECIES AND SPECIES OF SPECIAL CONCERN

No endangered or threatened species (flora or fauna) were observed on the property during the September 10, 2001 upland site inspection.

One species, the threatened eastern indigo snake, *Drymarchon corais couperi*, has been known to utilize this type of upland habitat. Based upon

existing habitat, the presence of the federally threatened eastern indigo snake could occur onsite. However, none were observed during the site visit. Construction precautions / protection measures should be implemented during clearing activities.

No burrows or specimen of the federally threatened southeastern beach mouse, *Peromyscus polionotus niveiventris*, were observed during the site inspection. Existing beach mouse habitat does not appear to exist onsite, primarily due to a dense growth of saw palmetto and overstory vegetation which eliminates needed open areas of sand for foraging.

3.7 REGULATORY WETLANDS

State and Federal "marginal and disturbed mangrove wetlands" are located on the subject site and limited to the western section of the subject property. Approximate jurisdictional wetlands were located / flagged in the field and approximately delineated on the enclosed county aerial(s). Construction activities in these areas will require permits from the South Florida Water Management District (S.F.W.M.D.), the Army Corps of Engineers (A.C.O.E.), and possibly Martin County. Mitigation may also be required to offset wetland impacts to this area. The wetland areas appear to be of lower quality, due to the impounding and isolation from tidal waters. However, these areas contain hydric soils, hydrology, and wetland plants species, which dictate wetland locations by state and federal definitions.

3.8 ARCHAEOLOGICAL REVIEW

The mainland Atlantic Coastal Ridge and its estuary shoreline terrace was intensely used and occupied by prehistoric cultures. According to the past Archaeological Surveys along the east coast of Florida and the State of Florida, barrier island zone(s) have demonstrated a high density of located sites, and a high probability of additional, unrecorded sites. The county may recommend, as will the state, that any significant disturbance (within specific zones) be preceded by a Phase I Archaeological and Historic Survey. It is also likely, the subject parcel has no archaeological significance. Based upon the location of the subject property, it is possible that the State Division of Historical Resources, during the permitting process, will recommend to the State and/or Federal permitting agencies that the owner / buyer have a Phase I Archaeological and Historic Survey conducted prior to any land clearing activities. G.K.E. conducted a visual preliminary historic cultural resources survey on the subject upland site and did not observe any obvious aboveground indicators.

4.0 RESULTS

Gopher tortoise burrows (species of special concern) were not located during the site inspection, nor was there gopher tortoise habitat onsite.

No endangered or threatened species (flora or fauna) were observed during the site inspection. However, upland habitat does exist for the threatened eastern indigo snake.

Marginal disturbed and isolated low quality wetlands exist onsite and are associated with the existing mosquito impoundment. An onsite meeting is scheduled with South Florida Water Management District and Army Corps of Engineers to verify flagged wetland location / flags.

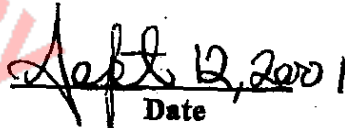
5.0 RECOMMENDATIONS

- 1) An eastern indigo snake protection / education plan may be required by the applicant for all construction personnel to follow prior to land clearing.
- 2) Verify location of wetland locations with S.F.W.M.D. / A.C.O.E.
- 3) Obtain a Phase I Archaeological and Historic Survey of the site if required by S.F.W.M.D.

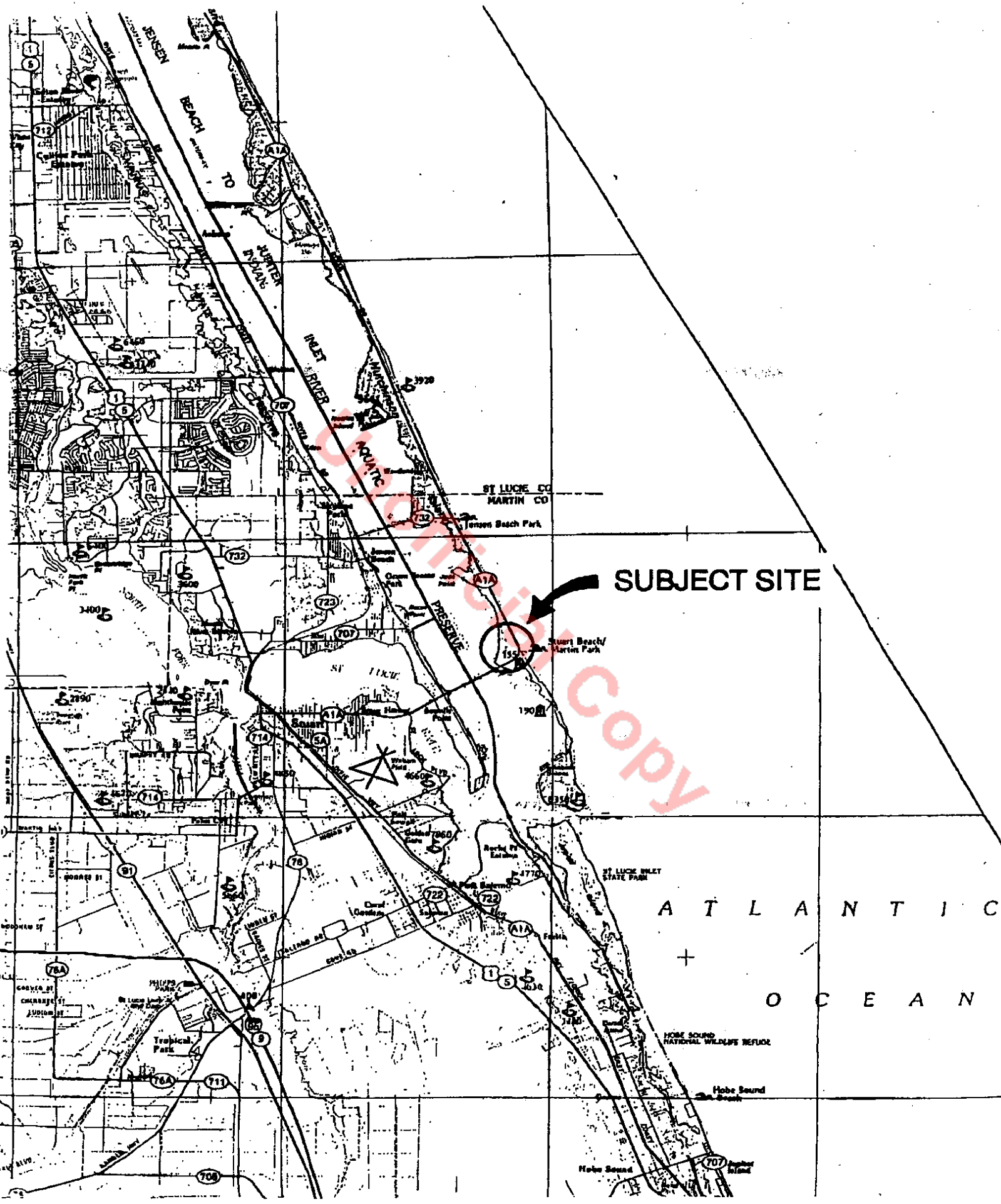
Thank you for the opportunity for G. K. Environmental, Inc. to assist you on this phase of your project. Please feel free to call me if you have any questions concerning this report.



George R. Kulczycki, C.E.S., C.E.I.
President and Principal Ecologist



Date



SUBJECT SITE

A T L A N T I C
+
O C E A N

EXHIBIT "5"
AGENCY CORRESPONDENCE

Unofficial Copy



Lucido & Associates
Land Planning/Landscape Architecture

October 30, 2001

Via Certified Mail
Return Receipt Requested

Mr. Kalani Cairns
United States Fish & Wildlife Service
1360 US Highway One, Suite 5
Vero Beach, FL 32961

RE: Galleon on the River, Hutchinson Island, Florida
(Our Ref. #800)

Dear Mr. Cairns:

The above-referenced project is currently under review by the Martin County Development Review Committee. Pursuant to Martin County's request to coordinate listed species protection with your office, please find enclosed the Preserve Area Management Plan which includes the following exhibits:

- Location Map;
- Master Plan;
- Vegetation Inventory Map;
- Soil Survey Map; and
- Listed Species Survey.

This letter and the returned receipt from your office will be provided to Martin County to document coordination with your agency. Please review the materials enclosed and provide comments, if applicable. If you have questions, please feel free to contact me.

Sincerely,

Morris A. Crady
Morris A. Crady, AICP, Vice President
Planning and Environmental Services

/s/
Enclosure

CC: Ross Wilcox, Martin County Environmental Administrator (w/o enc.)
Steve Lau, FFWCC (w/o enc.)

322 Georgia Avenue
Stuart, Florida 34994
561 / 220-2100
Fax 561 / 223-0220

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. #1800 		<p>A. Received by (Please Print Clearly) B. Date of Delivery 11/1/01</p>	
<p>1. Article Addressed to: Mr. Kalani Cairns United States Fish & Wildlife Service 1360 U.S. Highway 1, Suite 5 Vero Beach, FL 32961</p>		<p>C. Signature x <i>Morris A. Crady</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Copy from service label) 7000 0520 0013 7381 2526</p>		<p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: 1339 20th ST Vero Bch, FL 32961</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, July 1999 Domestic Return Receipt 102595-99-M-1789</p>			



Lucido & Associates
Land Planning/Landscape Architecture

October 30, 2001

Via Certified Mail,
Return Receipt Requested

Mr. Steve Lau
Florida Fish & Wildlife Conservation Commission
255 154th Avenue
Vero Beach, FL 32968

RE: Galleon on the River, Hutchinson Island, Florida
(Our Ref. #800)

Dear Mr. Lau:

The above-referenced project is currently under review by the Martin County Development Review Committee. Pursuant to Martin County's request to coordinate listed species protection with your office, please find enclosed the Preserve Area Management Plan which includes the following exhibits:

- Location Map;
- Master Plan;
- Vegetation Inventory Map;
- Soil Survey Map; and
- Listed Species Survey.

This letter and the returned receipt from your office will be provided to Martin County to document coordination with your agency. Please review the materials enclosed and provide comments, if applicable. If you have questions, please feel free to contact me.

Sincerely,

Morris A. Crady
Morris A. Crady, AICP, Vice President
Planning and Environmental Services

/s/
Enclosure

CC: Ross Wilcox, Martin County Environmental Administrator (w/o enc.)
Kalani Cairns, USFWS (w/o enc.)

322 Georgia Avenue
Stuart, Florida 34994
561 / 220-2100
Fax 561 / 223-0220

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. # 800 		<p>A. Received by (Please Print Clearly) B. Date of Delivery 11/6/01</p>	
<p>1. Article Addressed to:</p> <p>Mr. Steve Lau Florida Fish & Wildlife Conservation Commission 255 154th Avenue Vero Beach, FL 32968</p>		<p>C. Signature X <i>Morris A. Crady</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Copy from service label) 7009 0520 0013 7381 2533</p>		<p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, July 1999</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

Domestic Return Receipt

102595-09-M-1789