

BY-LAWS

FOR

AVALON LAKES  
HOMEOWNERS'  
ASSN., INC.

ORLANDO, FL

EXHIBIT "C"

BYLAWS  
OF  
AVALON LAKES  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
IDENTITY AND LOCATION

These are the Bylaws of AVALON LAKES HOMEOWNERS ASSOCIATION, INC., herein called the "Association", a corporation not for profit organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property and the Areas of Common Responsibility, in accordance with the Declaration of Covenants, Conditions and Restrictions for **Avalon Lakes** (the "Declaration"). The principal office of the Association shall be located at 5511 Hansel Avenue, Orlando, Florida 32809, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated from time to time by the Board of Directors.

ARTICLE II  
GENERAL

**Section 2.1. Incorporation of Declaration.** As supplemented herein, the regulation of the business and affairs of the Association shall be governed by the Declaration, as amended from time to time, the terms and provisions of which are incorporated herein by reference as if set forth herein verbatim.

**Section 2.2. Fiscal Year.** The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

**Section 2.3. Seal.** The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

**Section 2.4. Definitions.** The definitions set out in the Declaration are incorporated herein by reference.

**ARTICLE III**  
**ASSOCIATION PURPOSES, POWERS AND MEETINGS**

**Section 3.1. Association's Purposes.** The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

(a) to own, improve, operate, maintain, repair and replace the Common Property and to improve, operate, maintain, repair and replace the Areas of Common Responsibility, including but not limited to the Master Surface Water Management System, and any personal property owned by the Association;

(b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;

(c) to fix Assessments to be levied against the Lots and Units in the Property;

(d) to enforce any and all covenants and agreements contained in the Declaration;  
and

(e) to pay taxes and insurance, if any, on the Common Property.

**Section 3.2. Records of the Association.** The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;

(b) A copy of these Bylaws and of each amendment thereto;

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;

(d) A copy of the Declaration and each amendment thereto;

(e) A copy of the current rules and regulations of the Association;

(f) The minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members which minutes shall be retained for seven (7) years;

- (g) A current roster of all Members and their mailing addresses and Lot or Unit identifications;
- (h) All of the Association's insurance policies or copies thereof which shall be retained for seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (j) A copy of all bids received by the Association for work to performed which shall be retained for one (1) year;
- (k) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of the account for each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the dates and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

**Section 3.3. Annual Meetings.** The Annual Meeting of the Members of the Association shall be held at such date, time and place as determined by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held within twelve (12) months of the previous annual meeting.

**Section 3.4. Special Meetings.** Special meetings of the Members may be called at any time by the Board of Directors, or upon written request at least 10% of the total voting interests of the Association, or by written request of the Declarant for so long as Declarant owns any Lot. At a special meeting, only those items stipulated in advance may be considered for action.

**Section 3.5. Notice of Meetings.** Written notice each meeting of the Members shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in the event of any emergency, or, in the alternative, at the election to the Board, given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and advise if directors are being elected, advise if assessments are being adjusted or advise if amendments to the

articles of incorporation or by-laws are being considered and, in the case of a special meeting, the purpose of the meeting.

**Section 3.6. Attendance at Meetings.** Any person entitled to cast the votes of a Member, and in the event any Lot or Unit is owned by more than one (1) person, all co-owners of a Lot or Unit may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

**Section 3.7. Organization.** At each meeting of the Members, the President, or in his/her absence the Vice President, shall act as Chairman of the Meeting. The Secretary, or in his/her absence any person appointed by the Chairman of the Meeting, shall act as secretary of the meeting.

**Section 3.8. Minutes.** The minutes of all meetings of the Members shall be kept in written form or another form that can be converted into written form within a reasonable time, and shall be available for inspection by the Members or their authorized representatives, and the Members of the Board of Directors, at any reasonable time.

**Section 3.9. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifteen percent (15%) of the voting interests at a meeting of Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. The written joinder or absentee ballot of an Owner may not be utilized to establish a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

**Section 3.10. Proxies.** At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than six (6) months prior to such meeting unless such proxy specifically provides for a longer period of time. All proxies shall be in writing, state the date, time and place of the meeting for which it is being given, signed by the Member entitled to vote and filed with the Secretary. Proxies shall only be valid for the particular meeting set forth in the proxy as it shall be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Unit.

**Section 3.11. Voting by Co-Owners.** The vote for each Lot or Unit in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot or Unit, the vote for that Lot or Unit shall not be counted, but their vote shall continue to be counted for purposes of determining the existence of a quorum. If any Owner casts

a vote on behalf of a Lot or Unit, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot or Unit.

**Section 3.12. Recording.** Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members. The Board of Directors may adopt reasonable rules governing the taping of such meetings.

**Section 3.13. Turnover Meeting.** Within seventy-five (75) days after the Members, other than the Developer, are entitled to elect a Member or Members of the Board of Directors, the Association shall call and give not less than thirty (30) days notice of an election for the members of the Board of Directors. The election shall proceed as provided by law. The notice may be given by any Lot Owner or Unit Owner if the Association fails to do so. At the time that Lot Owners and/or Unit Owners, other than the Declarant, elect a majority of the Members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Lot Owners shall accept control.

#### **ARTICLE IV BOARD OF DIRECTORS**

**Section 4.1. Board of Directors; Selection; Terms of Office.** The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article III of the Declaration so long as Declarant shall own more than ten percent (10%) of the Lots and Units in the Property. Thereafter, the members of the Board shall be determined as set forth in Article III of the Declaration.

**Section 4.2. Vacancies in the Board of Directors.** Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

#### **ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 5.1. Board of Directors' Powers.** The Board of Directors shall have power:

- (a) to call special meetings of the Board;

(b) subject to Article VII herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;

(c) to establish, levy and assess, and collect Assessments or charges in accordance with the Declaration;

(d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;

(e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;

(f) to fill vacancies on the Board of Directors pursuant to Article IV above;

(g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law; and

(h) to take such other action as provided in the Declaration.

Section 5.2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record of all its acts and corporate affairs;

(b) to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

(c) to prepare the annual budget in accordance with the Declaration;

(d) to fix and collect Assessments in accordance with the Declaration;

(e) to prepare a roster of the Owners, Lots and Units and the Assessments applicable thereto, which roster shall be kept in the office of the Association; and

(f) to send written notice of each Assessment to each Owner as provided in the Declaration.

**Section 5.3. Resignation.** A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5.4. Removal.** So long as Declarant shall own more than ten percent (10%) of the Lots or Units in the Property, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

**Section 5.5. Directors' Fees.** There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

## **ARTICLE VI** **DIRECTORS' MEETINGS**

**Section 6.1. Directors' Annual Meeting.** The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

**Section 6.2. Notice.** Not less than ten (10) days' written notice of such annual meeting shall be given to each Director.

**Section 6.3. Special Meetings.** Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

**Section 6.4. Waiver of Notice.** A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.



**Section 6.5. Action Upon Written Consent Without a Meeting.** Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

**Section 6.6. Board Quorum.** A Majority of the Board of Directors shall constitute a quorum thereof.

## **ARTICLE VII** **OFFICERS**

**Section 7.1. Association Officers.** The Officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

**Section 7.2. Election of Officers.** Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own more than ten percent (10%) of the total number of Lots and Units in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

**Section 7.3. Removal of Officer.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 7.4. President.** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

**Section 7.5. Vice President.** The Vice President shall perform all the duties in the absence of the President.

**Section 7.6. Secretary.** The Secretary shall be the ex officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall sign all certificates of membership and shall keep the records of the Association.

**Section 7.7. Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association, provided that such notes and checks shall also be signed by the President or Vice President.

**ARTICLE VIII**  
**LIABILITY AND INDEMNIFICATION**

**Section 8.1. Liability of Board Member.** No Board Member, Officer of the Association or member of the ARB shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member, Officer or member of the ARB acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

**Section 8.2. Indemnification.** To the fullest extent allowed by Florida law, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, Officers, members of the ARB, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

**ARTICLE IX**  
**INSURANCE**

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

**ARTICLE X**  
**AMENDMENTS**

These Bylaws may be amended or repealed and new Bylaws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the

Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

**ARTICLE XI**  
**GENERAL**

**Section 11.1. Conflicts.** It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

**Section 11.2. Waiver.** No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

**Section 11.3. Severability.** The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

**Section 11.4. Captions.** Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

**Section 11.5. Gender and Number.** All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

**Section 11.6. Roberts Rules.** All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Order Revised.

**Section 11.7. Member Meeting Quorum.** Fifteen percent (15%) of the total number of voting interests of the Members of the Association shall constitute a quorum thereof.

EXHIBIT "D"

DISTRICT PERMIT

[Copy of St. John's River Water Management District  
Environmental Resource Permit No. 4-095-27720-2 attached]



# St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wahle, Assistant Executive Director

Post Office Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500

October 9, 2001



OR Bk 6620 Pg 4951  
Orange Co FL 2002-0460456

Group 142 Orlando, Ltd.  
PO Box 536428  
Orlando, FL 32804

SUBJECT: Permit Number 4-095-27720-2  
Avalon Lakes PD (a/k/a Spring Lakes PD)

Déar Sir/Madam:

Enclosed is your permit as authorized by the Governing Board of the St. Johns River Water Managemme District on October 9, 2001.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office withi thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditfions wI require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

In the event you sell your property, the permit can be transferred to the new owner, if we are notified by within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

  
Gloria Lewis, Director  
Permit Data Services Division

Enclosures: Permit with EN Form(s), if applicable

cc: District Permit File

GOVERNING BOARD

William Kerr, CHAIRMAN MELBOURNE BEACH	Ometrias D. Long, VICE CHAIRMAN APOPKA	Jeff K. Jennings, SECRETARY MATLAND	Duane Offenstrog, TREASURER JACKSONVILLE
Ann T. Moore BUNNIGHT	Michael Branch SEDAWALK BEACH	Catherine A. Walker ATLANTA	Clay Albright ATLANTA
			David G. Graham



DR Bk 6620 Pg 4952  
Orange Co FL 2002-0460456

**Consultant:**

Environmental Management & Design, Inc.  
17 South Lake Ave. Apt. 201  
Orlando, FL 32801

Bowyer-Singleton & Associates, Inc.  
520 S. Magnolia Ave.  
Orlando, FL 32801

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Post Office Box 1429  
Palatka, Florida 32178-1429

PERMIT NO. 4-095-27720-2

DATE ISSUED: October 9, 2001

PROJECT Avalon Lakes PD (a/k/a Spring Lakes PD)

**A PERMIT AUTHORIZING:**

the construction of a surface water management system which consists of mass grading of a 360 acre s for future developments to be known as Avalon Lakes (aka Spring Lake) Subdivision. The system includ mass grading of the site, and construction of nine wet detention ponds to serve as a master drainage system. This permit also authorizes impacts to 0.84 acres of surface waters (ditches) and 3.19 acres of wetlands.

**LOCATION:**

Section(s): 30, 31

Township(s): 22S

Range(s): 32E

Orange County

**ISSUED TO:**

Group 142 Orlando, Ltd.

PO Box 536428

Orlando, FL 32804

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunde shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

**PERMIT IS CONDITIONED UPON:**

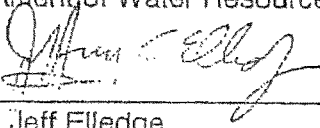
See conditions on attached "Exhibit A", dated October 9, 2001

**AUTHORIZED BY:** St. Johns River Water Management District


Department of Water Resources

Governing Board

By: \_\_\_\_\_

  
Jeff Elledge  
(Director)

By: \_\_\_\_\_

  
Kirby B. Green III  
(Assistant Secretary)



"EXHIBIT A"  
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 4-095-27720-2  
GROUP 142 ORLANDO, LTD.  
DATED OCTOBER 9, 2001

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the





permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.

7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 50C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.
9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed from shall



serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
  2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
  3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
  4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
  5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
  6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.
11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved

- operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7:1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
  13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
  14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
  15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
  16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
  17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.



18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. The operation and Maintenance entity shall submit inspection reports to the District two years after the operation phase permit becomes effective and every two years thereafter on District Form EN-46. The inspection form must be signed and sealed by an appropriate registered professional.
25. The proposed surface water management system must be constructed and operated in accordance with the plans received by the District on August 8, 2001, as amended by sheet 4 of 13 received by the District on August 30, 2001.
26. The RHPZ and isolated wetland and RHPZ upland impacts and mitigation plan (preservation and upland buffer enhancement) must be done in accordance with the plans received by the District on August 8, 2001, as amended by Sheet 4 of 13 received by the District on August 8, 2001.
27. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever occurs first, the permittee must record the District written-approved Conservation Easement on the real property (37.97 acres of



forested wetland, 8.41 acres of RHPZ upland and 5.95 acres of non-RHPZ upland buffer) pursuant to section 704.06, F.S., prohibiting all construction including clearing, dredging, or filling, except that which is specifically authorized by this permit within the wetland mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The Easement must contain provisions as set forth in paragraphs 1(a)-(h) of section 704.06, F.S., as well as provisions indicating that they may be enforced by the District, and may not be amended without the District approval. Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site. Within 30 days of recording, the Permittee must provide the District with the original recorded easement showing the date it was recorded and the official records book and page number, a surveyors sketch of the area included in the legal description, and a surveyors sketch of the easement area plotted on the appropriate USGS topographic map.

28. The upland enhancement areas (14.46 acres buffering the preserved wetlands) must be planted prior to any of the following events (whichever occurs first): issuance of the first certificate of occupancy; use of the infrastructure for its intended use; or transfer of responsibility for operation and maintenance of the system to a local government or other responsible entity.

Within 30 days of completion of initial planting, the permittee must submit to the District's Orlando Service Center, two (2) copies of a plan detailing the site-specific methods, to include irrigation, to be used to implement the enhancement/planting in the 14.36 upland buffer and for monitoring the areas so that achievement of success criteria can be quantitatively demonstrated. The plan must include such information as the baseline conditions (size, species, spacing, location and number of trees planted), the location and number of photographic stations and who or what entity will be the responsible entity for monitoring the mitigation area and providing annual qualitative monitoring reports to the District.

Within the enhancement areas, non-native and nuisance vegetation, including but not limited to, cattails (*Typha* spp.), caesar weed, soda apple, dog fennel, chineses tallow and primrose willow (*Ludwigia peruviana*), must be controlled by hand clearing or other methods receiving written approval by the district so that they constitute no more than 10% of the areal cover in any stratum at any time. Herbicide usage is not permitted in the conservation easement areas.

29. The permittee must furnish the District with annual qualitative monitoring reports for the upland enhancement area (two the first year, 1 thereafter) until success criteria is met for the enhancement area(s) describing:



Percent survival and recorded growth via established parameters for planted trees and shrubs;

Percent cover for all species;

Observations of wildlife utilization;

Panoramic photographs of the mitigation site taken from approved permanent stations. Two sets of photographs must be submitted with each monitoring report.

A description of any problems encountered, including removal of any non-targeted species, replacement and maintenance dates, and solutions; and, Any anticipated work for the successive 12-month period following each assessment.

30. Successful establishment of the enhancement mitigation area(s) will have occurred when:

At least 80 percent aerial coverage of the planted individuals have survived and are showing signs of normal annual growth, based upon standard growth parameters such as height and base diameter, or canopy circumference. The above criteria has been achieved by the end of a five (5) year period following initial planting.

If successful establishment has not occurred as stated above, or is unlikely based upon the monitoring reports or trends, the permittee must within 30 days, provide the district with a narrative describing the type and causes of failure and contain a complete set of plans for the redesign and/or replacement planting of the upland enhancement area so that success criteria will be achieved. Within 30 days of District approval and issuance of the permit modification, the permittee must implement the redesign and/or replacement planting. Following completion of such work, success criteria as stated above or modified by subsequent permit must be achieved. In addition, the monitoring required by these conditions must be conducted.

Within 30 days of any monitoring event that indicates 50% or greater mortality of planted wetland species in any stratum within the mitigation area, the applicant must submit a remediation program (two copies) for District staff review and approval.

The use of non-native grasses, or the placement of sod, in the enhancement areas is specifically prohibited

31. An Individual or Standard Permit must be obtained from the District (If the design meets the parameters established for the master drainage system) or modification to this permit must be obtained prior to placement of any impervious area on the site.
32. Prior to placement of fill below the 100-year floodplain of the Econlockhatchee River (Fema floodplain elevation) the permittee must submit documentation to the District confirming that Orange County has accepted the floodplain study used to establish the 100-year floodplain shown on the plans referenced above.
33. The Permittee must monitor the water quality of the stormwater runoff discharged from the site. The water quality samples must be taken within the wet detention system immediately upstream of the control structure, and must be taken by an individual trained in water quality sampling protocol. Samples are to be collected in the months of March, May, June, July, August, September, October, and December.

Water quality samples must be analyzed by a DHRS certified laboratory for the variables listed below.

- Dissolved Oxygen (field)
- Turbidity
- Nitrate - Nitrite (as N)
- Total Phosphorus (as P)
- Total Kjeldahl Nitrogen (as N)
- BOD5
- Total Zinc
- Total Ammonia (as N)
- Fecal Collform
- pH (field)
- Conductivity (field)
- Water Temperature (field)
- Total Suspended Solids
- Total Dissolved Solids
- Orthophosphpate (as P)
- Total Copper
- Total Lead
- Total Hardness
- Iron

34. All water quality data must be submitted to the District's Orlando Office. The data must contain the following information:

- , permit number;
  - , date and time of sampling and analysis;
  - , statement describing collection, handling, storage, and analysis methods;
  - , a map indicating the location of each sample site;
  - , antecedent weather conditions and rainfall; and
  - , whether or not the pond was discharging at the time of sampling.
35. The data collected for the water quality monitoring program must be submitted to the District annually by December 31, of each year using the appropriate District form (EN 16 - EN 20) or an equivalent form approved by District staff.
  36. The permittee must obtain a modification of this permit, if the records indicate that the discharged water quality violates the Class III Water Quality standards.
  37. After 5-years of monitoring, the Permittee may request a modification of the parameters and frequency of the monitoring program by demonstrating that the collected data represents steady state conditions, is sufficient to establish baseline ranges for indicator parameters, and provides an adequate basis for evaluating the project's compliance with state water quality standards. This request must be made as a modification of this permit.
  38. The permit may not be transferred to a Homeowners or Property Owners Association until the Permittee has completed 5-years of successful monitoring from the date of completion of the project demonstrating that the discharge from the system does not violate state water quality standards.
  39. The onsite preservation areas must total at least 52.33 acres in size.



EXHIBIT "E"

FIRST DEVELOPMENT PHASE

LEGAL DESCRIPTION  
AVALON LAKES – PHASE ONE

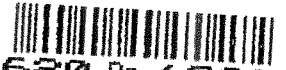
A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, RUN S00°27'32"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 537.55 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN N89°41'18"E, A DISTANCE OF 333.98 FEET; THENCE N64°49'18"E, A DISTANCE OF 387.07 FEET; THENCE N65°53'37"E, A DISTANCE OF 76.60 FEET; THENCE N72°34'32"E, A DISTANCE OF 75.38 FEET; THENCE N79°53'51"E, A DISTANCE OF 72.76 FEET; THENCE N87°19'15"E, A DISTANCE OF 82.97 FEET; THENCE N89°34'36"E, A DISTANCE OF 77.50 FEET; THENCE S87°46'40"E, A DISTANCE OF 67.16 FEET; THENCE N07°57'42"E, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 08°51'10" AND A RADIUS OF 400.00 FEET; THENCE FROM A TANGENT BEARING OF S82°02'18"E, RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.80 FEET TO THE POINT OF TANGENCY; THENCE S73°11'08"E, A DISTANCE OF 47.09 FEET; THENCE N16°48'52"E, A DISTANCE OF 50.00 FEET; THENCE S73°11'08"E, A DISTANCE OF 10.51 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 80°19'41" AND A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.05 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 01°35'43" AND A RADIUS OF 760.00 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.16 FEET; THENCE DEPARTING SAID CURVE, RUN S61°55'06"E, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 101°16'02" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S28°04'54"W, RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.19 FEET; THENCE DEPARTING SAID CURVE, RUN S16°48'52"W, A DISTANCE OF 50.00 FEET; THENCE S73°11'08"E, A DISTANCE OF 35.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 11°39'59" AND A RADIUS OF 275.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 55.99 FEET; THENCE DEPARTING SAID CURVE, RUN S24°37'18"W, A DISTANCE OF 107.95 FEET; THENCE S08°04'55"W, A DISTANCE OF 22.60 FEET; THENCE S81°55'05"E, A DISTANCE



OF 41.34 FEET; THENCE S55°56'09"E, A DISTANCE OF 250.00 FEET; THENCE S85°15'50"E, A DISTANCE OF 127.81 FEET; THENCE N34°03'51"E, A DISTANCE OF 195.81 FEET; THENCE N57°32'36"E, A DISTANCE OF 43.15 FEET; THENCE N78°16'59"E, A DISTANCE OF 49.52 FEET; THENCE S21°36'10"E, A DISTANCE OF 200.00 FEET; THENCE S38°20'30"E, A DISTANCE OF 76.02 FEET; THENCE S62°31'04"E, A DISTANCE OF 87.46 FEET; THENCE N82°48'25"E, A DISTANCE OF 108.11 FEET; THENCE N43°40'11"E, A DISTANCE OF 114.82 FEET; THENCE N07°07'18"E, A DISTANCE OF 90.97 FEET; THENCE N21°36'10"W, A DISTANCE OF 102.72 FEET; THENCE S68°23'52"W, A DISTANCE OF 51.63 FEET; THENCE N33°12'29"W, A DISTANCE OF 51.04 FEET; THENCE N21°36'10"W, A DISTANCE OF 660.36 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 29°15'34" AND A RADIUS OF 1230.00 FEET; THENCE FROM A TANGENT BEARING OF N61°31'50"E, RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.13 FEET; THENCE DEPARTING SAID CURVE, RUN S64°07'26"E, A DISTANCE OF 75.50 FEET; THENCE S02°55'06"W, A DISTANCE OF 629.84 FEET; THENCE S87°04'54"E, A DISTANCE OF 112.00 FEET; THENCE N34°43'54"E, A DISTANCE OF 63.48 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 17°27'16" AND A RADIUS OF 75.00 FEET; THENCE FROM A TANGENT BEARING OF S55°16'06"E, RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.85 FEET TO THE POINT OF TANGENCY; THENCE S72°43'21"E, A DISTANCE OF 24.98 FEET; THENCE S17°16'39"W, A DISTANCE OF 112.00 FEET; THENCE S72°43'21"E, A DISTANCE OF 84.18 FEET; THENCE S85°22'46"E, A DISTANCE OF 132.85 FEET; THENCE N77°22'20"E, A DISTANCE OF 65.57 FEET; THENCE N60°18'44"E, A DISTANCE OF 129.47 FEET; THENCE N04°37'14"E, A DISTANCE OF 749.81 FEET; THENCE N21°03'23"E, A DISTANCE OF 802.69 FEET; THENCE N89°34'42"E, A DISTANCE OF 22.91 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AVALON PARK BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 5641, PAGE 1227 AND OFFICIAL RECORDS BOOK 6389, PAGE 5196, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°25'18"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 467.62 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 07°50'42" AND A RADIUS OF 2133.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 292.05 FEET TO THE POINT OF TANGENCY; THENCE S08°16'00"E, A DISTANCE OF 696.20 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S79°01'04"W, A DISTANCE OF 64.69 FEET; THENCE S49°36'49"E, A DISTANCE OF 68.46 FEET; THENCE S17°29'03"E, A DISTANCE OF 28.34 FEET; THENCE S31°51'36"W, A DISTANCE OF 59.74 FEET; THENCE S20°10'57"W, A DISTANCE OF 95.89 FEET; THENCE S09°17'21"W, A DISTANCE OF 65.26 FEET; THENCE N76°30'47"W, A DISTANCE OF 95.48 FEET; THENCE S06°49'51"W, A DISTANCE OF 55.48 FEET; THENCE S09°07'08"W, A DISTANCE OF 96.12 FEET; THENCE S24°12'01"W, A DISTANCE OF 58.62 FEET; THENCE S33°39'31"W, A DISTANCE OF 74.97 FEET; THENCE S13°51'59"E, A DISTANCE OF 155.23 FEET; THENCE S54°15'01"E, A DISTANCE OF 112.88 FEET; THENCE S65°36'24"E, A DISTANCE OF 91.57 FEET; THENCE

S20°28'44"E, A DISTANCE OF 68.34 FEET; THENCE S15°38'48"W, A DISTANCE OF 56.44 FEET; THENCE S47°30'33"E, A DISTANCE OF 51.26 FEET; THENCE S25°38'46"W, A DISTANCE OF 59.97 FEET; THENCE S39°09'53"W, A DISTANCE OF 35.18 FEET; THENCE S69°57'30"E, A DISTANCE OF 29.88 FEET; THENCE S19°59'05"E, A DISTANCE OF 89.51 FEET; THENCE S46°57'23"W, A DISTANCE OF 71.62 FEET; THENCE S52°45'36"W, A DISTANCE OF 33.29 FEET; THENCE S02°32'12"E, A DISTANCE OF 57.16 FEET; THENCE S46°35'56"E, A DISTANCE OF 31.02 FEET; THENCE S41°05'05"E, A DISTANCE OF 38.10 FEET; THENCE S01°18'36"E, A DISTANCE OF 98.47 FEET; THENCE S33°55'27"E, A DISTANCE OF 31.74 FEET; THENCE S19°09'19"E, A DISTANCE OF 64.70 FEET; THENCE S00°54'56"E, A DISTANCE OF 314.08 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE SCHOOL SITE PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 5641, PAGE 1224, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY OF SAID SCHOOL SITE FOR THE FOLLOWING COURSES AND DISTANCES; THENCE S82°48'49"W, A DISTANCE OF 155.96 FEET; THENCE N87°51'21"W, A DISTANCE OF 34.24 FEET; THENCE S81°33'40"W, A DISTANCE OF 92.30 FEET; THENCE N48°25'16"W, A DISTANCE OF 93.80 FEET; THENCE N33°40'06"W, A DISTANCE OF 46.20 FEET; THENCE N40°14'32"W, A DISTANCE OF 105.07 FEET; THENCE N25°31'19"W, A DISTANCE OF 116.51 FEET; THENCE S89°36'57"W, A DISTANCE OF 3.27 FEET; THENCE N05°22'15"E, A DISTANCE OF 183.60 FEET; THENCE N26°11'41"E, A DISTANCE OF 191.66 FEET; THENCE N54°39'46"E, A DISTANCE OF 142.19 FEET; THENCE N37°29'05"W, A DISTANCE OF 96.75 FEET; THENCE N28°30'07"W, A DISTANCE OF 225.57 FEET; THENCE N07°21'07"W, A DISTANCE OF 121.93 FEET; THENCE N87°43'50"W, A DISTANCE OF 32.92 FEET; THENCE S21°09'45"W, A DISTANCE OF 174.83 FEET; THENCE S00°22'46"E, A DISTANCE OF 204.32 FEET; THENCE S33°03'40"E, A DISTANCE OF 124.45 FEET; THENCE S49°32'24"W, A DISTANCE OF 197.94 FEET; THENCE N53°29'52"W, A DISTANCE OF 203.46 FEET; THENCE S35°53'18"W, A DISTANCE OF 115.42 FEET; THENCE S00°23'00"E, A DISTANCE OF 729.36 FEET; THENCE S89°36'58"W, A DISTANCE OF 305.27 FEET; THENCE N14°37'01"W, A DISTANCE OF 111.83 FEET; THENCE N31°54'44"W, A DISTANCE OF 123.22 FEET; THENCE N12°41'33"W, A DISTANCE OF 5.51 FEET; THENCE N66°14'47"W, A DISTANCE OF 254.45 FEET; THENCE S00°39'03"E, A DISTANCE OF 941.95 FEET; THENCE N89°41'18"E, A DISTANCE OF 586.15 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 60°50'01" AND A RADIUS OF 140.00 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 148.64 FEET TO THE POINT OF TANGENCY; THENCE N28°51'17"E, A DISTANCE OF 97.38 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 55°38'00" AND A RADIUS OF 200.00 FEET; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 194.20 FEET TO THE POINT OF TANGENCY; THENCE N84°29'17"E, A DISTANCE OF 139.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 57°16'34" AND A RADIUS OF 200.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG



THE ARC OF SAID CURVE, A DISTANCE OF 199.93 FEET TO THE POINT OF TANGENCY;  
THENCE S38°14'09"E, A DISTANCE OF 111.99 FEET TO THE POINT OF CURVATURE OF  
A CURVE, CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 52°08'53" AND  
A RADIUS OF 170.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID  
CURVE, A DISTANCE OF 154.73 FEET TO THE POINT OF TANGENCY; THENCE  
N89°36'58"E, A DISTANCE OF 23.13 FEET TO A POINT ON THE WESTERLY RIGHT-OF-  
WAY LINE OF SAID AVALON PARK BOULEVARD, SAID POINT ALSO BEING ON CURVE,  
CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 03°05'47" AND A RADIUS OF  
1850.00 FEET; THENCE DEPARTING SAID SCHOOL SITE PROPERTY, FROM A TANGENT  
BEARING OF S02°42'42"W, RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE AND  
SAID RIGHT-OF-WAY LINE, A DISTANCE OF 99.98 FEET TO A POINT ON THE SOUTH  
LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE DEPARTING SAID RIGHT-  
OF-WAY LINE, RUN S89°36'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 138.76  
FEET; THENCE DEPARTING SAID SOUTH LINE RUN N47°40'24"W, A DISTANCE OF 171.79  
FEET; THENCE N33°17'36"W, A DISTANCE OF 123.99 FEET; THENCE N88°04'45"W, A  
DISTANCE OF 126.11 FEET; THENCE S77°42'07"W, A DISTANCE OF 117.51 FEET; THENCE  
S37°54'58"W, A DISTANCE OF 96.52 FEET; THENCE S21°45'38"W, A DISTANCE OF 135.74  
FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE; THENCE S89°36'42"W  
ALONG SAID SOUTH LINE, A DISTANCE OF 192.86 FEET TO THE SOUTHEAST CORNER  
OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE S89°41'18"W, ALONG THE  
SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2643.51 FEET TO THE  
SOUTHWEST CORNER OF SAID SECTION 31; THENCE N00°27'32"W, ALONG THE WEST  
LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2120.84 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 172.650 ACRES, MORE OR LESS.



OR Bk 6620 Pg 4967  
Orange Co FL 2002-0460456

EXHIBIT "F"

NON-BINDING PRELIMINARY DEVELOPMENT PLAN

SUBORDINATION AND CONSENT

KNOW ALL PERSONS BY THESE PRESENTS THAT for good and valuable consideration, the receipt and sufficiency of which is acknowledged by NATIONAL CITY BANK, a national banking association ("Mortgagee"), whose address is National City Center Locator No. 2152, 1900 East Ninth Street, Cleveland, Ohio 44114-3484, in its capacity as the owner and holder of the following instruments (collectively, "Security Documents and Interests") granted to Mortgagee by Regional Development/Avalon, LLC, a Florida limited liability company:

1. Mortgage and Security Agreement, dated March 26, 2002, and recorded in Official Records Book 6487, Page 3762, of the public records of Orange County, Florida;
2. UCC-1 Financing Statement, dated March 26, 2002, and recorded in Official Records Book 6487, Page 3780, of the public records of Orange County, Florida;

securing a Note in the original stated principal amount of Eleven Million One Hundred Eighteen Thousand and No/100ths Dollars (\$11,118,000.00), dated March 26, 2002, and encumbering the real property described in Exhibit "E" attached to the foregoing Declaration of Covenants, Conditions and Restrictions for Avalon Lakes ("Declaration"), hereby consents to the Declaration and subordinates the lien and encumbrance of the Security Documents and Interests, as the same may be further amended from time to time, to the Declaration. Mortgagee hereby agrees that all right, title and interest of Mortgagee and its successors and assigns in and to the real property described in said Exhibit "E" shall forever be subject and subordinate to, and bound by, the Declaration.

IN WITNESS WHEREOF, Mortgagee has executed this Subordination and Consent on the day of Sept. 5th, 2002.

WITNESSES:

Jennifer Turchi  
Print Name: Jennifer Turchi  
Sandy Koelling  
Print Name: Sandy Koelling

NATIONAL CITY BANK

a National Banking Association

By: John R. Gassie  
Name: John R. Gassie  
Title: Senior Vice-President

Date: 9/5/02, 2002



