

Mitigation Comments: Mitigation for the permanent impact to 0.33-acre of lake fringe wetland is provided by the creation of 0.50-acre of herbaceous wetland (WC#2) adjacent to Meadowview Lake. Mitigation for the temporary impact to 3.22 acres of lake fringe wetland is provided by the replanting of desirable plant species.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Bartow Regulation Department
Southwest Florida Water Management District
170 Century Boulevard
Bartow, FL 33830-7700

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Bartow Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WC #2**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the additional or removal of vegetation.

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- A. The mitigation area can reasonably be expected to develop into a *Freshwater Marsh (FLUCCS # 641)* as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/ surface water type specified in criterion "A".
- C. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

Groundcover	80	<i>Spartina bakeri</i>
Groundcover	80	<i>Juncus effusus</i>
Groundcover	80	<i>Pontederia cordata</i>

- D. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "A".
- E. Coverage by nuisance or exotic species does not exceed five (5) percent at any location in the mitigation site and five (5) percent for the entire mitigation site.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according the Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

- 7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
- 8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
- 9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

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Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
 - A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
 - B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and
 - C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.
12. The Permittee shall, within 120 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings received by the District.
13. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
14. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

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15. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - A. wetland boundaries
 - B. limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
16. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
17. This modification, Construction Permit No. 43028277.002, is for a phase of previously issued Construction Permit No. 43028277.001, and affects only the project area identified in this modification application submittal.
18. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
19. The Permittee shall execute the final draft financial responsibility instrument approved by the District prior to initiating activities authorized by this permit. The final draft financial responsibility instrument shall be consistent with the draft instrument submitted with the permit application and approved by this permit.
20. The Permittee shall submit the original executed financial responsibility instrument to the District at the address below:

Bartow Regulation Department
Southwest Florida Water Management District
170 Century Boulevard
Bartow, FL 33830-7700
21. The Permittee shall provide the financial responsibility required by Rule 40D-4.301(1)(j), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.
22. The Permittee may request, in writing, a release from the obligation to maintain certain amounts of the financial assurance required by this permit as phases of the mitigation plan are successfully completed. The request shall include documentation that the mitigation phase or phases have been completed and payment for their completion has been made. Following the District's verification that the phase or phases have been completed in accordance with the mitigation plan, the District will authorize release from the applicable portion of the financial assurance obligation.

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23. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.
24. The Permittee's failure to comply with the terms and conditions of this permit pertaining to the successful completion of all mitigation activities in accordance with the mitigation plan shall be deemed a violation of Chapter 40D-4, Florida Administrative Code. In addition to other remedies that the District may have, the District may draw upon the financial responsibility instrument for any funds necessary to remedy a violation, upon such notice to the Permittee as may be specified in the financial responsibility instrument or if none, upon reasonable notice.
25. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding:
 - A. To dissolve the Permittee;
 - B. To place the Permittee into receivership;
 - C. For entry of an order for relief against the Permittee under Title XI (Bankruptcy), U.S. Code.
 - D. To assign of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes.
26. In the event of bankruptcy or insolvency of the issuing institution; or the suspension or revocation of the authority of the issuing institution to issue letters of credit or performance bonds, the Permittee shall be deemed without the required financial assurance and shall have 60 days to reestablish the financial assurance required by Rule 40D-4.301(1)(j), Florida Administrative Code.
27. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.
28. In order to replace the functional loss of the temporary impact, the permittee shall restore the temporary impact to 3.22 acres of existing lake fringe wetland, according to and as shown on the approved construction plan set, sheet DCL 8337.01D-LK2, entitled "MEADOWVIEW LAKE-FRONT EXHIBIT" submitted to the District on December 15, 2006. The permittee shall within 30 days of initial wetland impact complete all aspects of the planting. Construction of the restored area shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
29. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

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Permit No.: 43028277.002

Project Name: TerraLargo Phase 2, Shoreline Enhancement at Meadow Lake

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GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Authorized Signature

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EXHIBIT "A"

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. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
 - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
 - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

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6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. 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.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that 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 a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, 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 the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

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15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District 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 operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. 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 40D-4 or Chapter 40D-40, F.A.C.
20. 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.
21. 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 binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. 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 Rule 40D-4.351, 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.
23. 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 District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

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DeSoto

David L. Moore
Executive Director

William S. Blensky
General Counsel

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (Your question may be on the FAQ list).

42.00-037 (Rev 11/06)

(1498-155)

FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
A. You do not have to do this noticing. You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit or exemption at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?
A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?
A. You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
A. Send the full page form which includes the **NOTICE OF RIGHTS** section on the bottom half.
5. **Q.** Do I type or print the information in the blanks? Or will the newspaper fill in the blanks?
A. You are required to fill in the blanks on the form before sending it to the newspaper. Contact your selected newspaper for instructions on printing or typing the information in the blanks.
6. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text: Do I fill in these blanks and send that to the newspaper?
A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
7. **Q.** If someone objects, is my permit or exemption no good?
A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.
8. **Q.** I don't understand what I should put in the blanks on the Notice form?
A.
 1. **County, Section/Township/Range, application No., permit No., proposed permit No., Exemption No., or permit inquiry No.** is on your Permit, Exemption, or Denial document.
 2. **Permit Type or Application Type** is Environmental Resource Permit, Water Use Permit, Work of the District, etc.
 3. **# of Acres** is the project acres. This is listed on the Environmental Resource Permit documents. For Water Use Permits, Exemptions, etc., you may put "Not Applicable" if unknown.
 4. **Rule or Statute reference** (Exemptions only). The rule and/or statute reference is at the top of page one in the reference line of the Exemption. For all others, put "Not Applicable" in this blank.
 5. **Type of Project** describes your project activity. Environmental Resource Permit = Agriculture, Commercial, Government, Industrial, Mining, Road Projects, Residential, Semi-Public or Water Quality Treatment. Water Use Permit = Agricultural (if irrigating, state that it is irrigation and specify what is being irrigated), Industrial Commercial, Recreation Aesthetic, Mining Dewatering, or Public Supply. Work of the District = pipeline, etc.
 6. **Project Name** is the name of your project, if applicable. If there is no project name, put "Not Applicable" in this blank.

42.00-037 (Rev 11/06)

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**NOTICE OF PROPOSED AGENCY ACTION BY
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Proposed Agency Action is approval of the _____
on _____ acres to serve _____ known as _____.
The project is located in _____ County, Section(s) _____,
Township _____ South, Range _____ East. The permit applicant is
_____ whose address is _____.
The proposed permit number is _____.

The file(s) pertaining to the project referred to above is available for inspection Monday
through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida
Water Management District (District) _____.

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this application may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. **A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.** A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit application with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

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CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

<u>50.011</u>	Where and in what language legal notices to be published.
<u>50.021</u>	Publication when no newspaper in county.
<u>50.031</u>	Newspapers in which legal notices and process may be published.
<u>50.041</u>	Proof of publication; uniform affidavits required.
<u>50.051</u>	Proof of publication; form of uniform affidavit.
<u>50.061</u>	Amounts chargeable.
<u>50.071</u>	Publication costs; court docket fund.

50.011 Where and in what language legal notices to be published.-

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as 'second-class matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.-s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254.

Note.-Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

Note.-Former s. 49.01.

50.021 Publication when no newspaper in county.-

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.-Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.-

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as 'second-class mail matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.-ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221.

Note.-Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

Note.-Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.-

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8½ inches in width and of convenient length, not less than 5½ inches. A white margin of not less than 2½ inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

Note.-Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.-

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

(152 & 155)

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA
COUNTY OF _____

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as 1 second-class mail matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Sworn to and subscribed before me this _____ day of _____, 19____, by _____, who is personally known to me or who has produced (type of identification) as identification.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Public)

History.—s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

Note.—Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

Note.—Former s. 49.05.

50.061 Amounts chargeable.—

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefor the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.—s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.—Former s. 49.06.

50.071 Publication costs; court docket fund.—

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of \$1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

History.—s. 1, ch. 75-206.

42.00-037 (Rev 11/06)

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**PART II HEARINGS INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.201 Initiation of Proceedings.

- (1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.
- (4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.
- (5) The Agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(3), 120.54(5) FS.
Law Implemented 120.54(5), 120.569, 120.57 FS.
History—New 4-1-97, Amended 9-17-98.*

**PART III PROCEEDINGS AND HEARINGS NOT INVOLVING
DISPUTED ISSUES OF MATERIAL FACT**

28-106.301 Initiation of Proceedings.

- (1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and
 - (f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.
- (4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.
- (5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(5) FS.
Law Implemented 120.54(5), 120.569, 120.57 FS.
History—New 4-1-97, Amended 9-17-98.*

(1548-155)

EXHIBIT 6

LIFT STATION EASEMENT AREA

Tract LS of the Plat of TerraLargo Phase II, according to the Plat thereof, recorded
in Plat Book 143 at Page 3 of the Public Records of Polk County, Florida

EXHIBIT B

PREPARED BY AND RETURN TO:

MELISA R. BOROSS, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134

INSTR # 2009226596
BK 08045 PGS 0380-0388 PG(s) 9
RECORDED 12/30/2009 04:13:44 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 78.00
RECORDED BY S Wiggins

FIRST AMENDMENT TO CLUB TERRALARGO CLUB PLAN
(TerraLargo)

THIS FIRST AMENDMENT TO CLUB TERRALARGO CLUB PLAN (this "First Amendment") is made by TERRALARGO LAND, LLC, a Florida limited liability company ("Owner") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

- A. That certain Club TerraLargo Club Plan was recorded in Official Records Book 7464 at Page 1027 of the Public Records of Polk County, Florida (the "Original Club Plan"). Capitalized terms used, but not otherwise defined, herein will have the meaning set forth in the Original Club Plan.
- B. Owner has acquired the Club Property, more particularly described on Exhibit "A" attached hereto, from Avatar Properties Inc., a Florida corporation ("API").
- C. In connection with the sale to Owner, API and Owner executed that certain Assignment of Developer Rights and Assumption Agreement whereby API assigned and transferred its rights as "Club Owner" under the Original Club Plan to Owner.
- D. Pursuant to the authority granted in Section 26 of the Original Club Plan, Owner desires to amend the Original Club Plan as set forth herein.

NOW THEREFORE, in consideration for the premises and for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Developer. All references to "Club Owner" in the Original Club Plan are hereby amended to refer to Owner.
3. Conflicts. In the event that there is a conflict between this First Amendment and the Original Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and the Original Club Plan shall be construed as a single document. Except as modified hereby, the Original Club Plan shall remain in full force and effect.
4. Covenant. This First Amendment shall be a covenant running with the land.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

TERRALARGO LAND, LLC, a Florida limited liability company

Name: Kathy Jo Van Schoonhoven

By: SLMSK, LLC, a Delaware limited liability company, its member

Name: Lisa DeVos

By: [Signature]
Name: Martin L. Schaffel
Title: Managing Member

Name: _____

By: Avatar Properties Inc., a Florida corporation, its member

Name: _____

By: _____
Name: Patricia K. Fletcher
Title: Executive Vice President

STATE OF FLORIDA)

COUNTY OF Hillsborough) ss:

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by Martin L. Schaffel, as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

[Signature]
Notary Public, State of Florida

Kathy Jo Van Schoonhoven
Printed Name of Notary Public
My Commission expires:



IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

TERRALARGO LAND, LLC, a Florida limited liability company

Name: _____

By: SLMSK, LLC, a Delaware limited liability company, its member

Name: _____

By: _____

Name: Martin L. Schaffel

Title: Managing Member

Maribel G. Pila
Name: *Maribel G. Pila*

By: Avatar Properties Inc., a Florida corporation, its member

Orilda V. Gilbert
Name: *Orilda V. Gilbert*

By: *Patricia K. Fletcher*

Name: Patricia K. Fletcher

Title: Executive Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF _____)



The foregoing instrument was acknowledged before me this ____ day of December, 2009, by Martin L. Schaffel, as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public
My Commission expires:

STATE OF FLORIDA

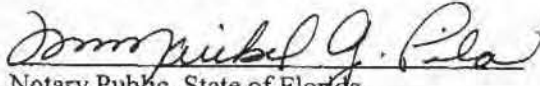
)

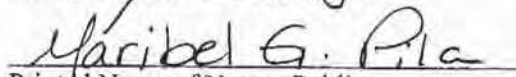
)ss:

COUNTY OF MIAMI-DADE

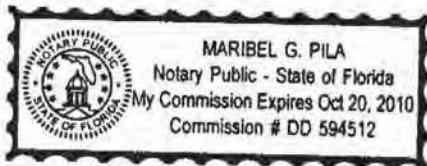
)

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by Patricia K. Fletcher, as Executive Vice President and on behalf of Avatar Properties Inc., a Florida corporation, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a Florida driver's license as identification.


Notary Public, State of Florida


Printed Name of Notary Public

My Commission expires:



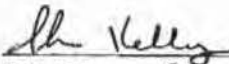
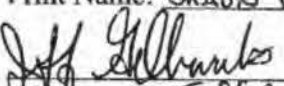
JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.


TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the First Amendment to Club TerraLargo Club Plan (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2009.

WITNESSES:


Print Name: SHAWN KELLEY

Print Name: JEFF GELBMAN

TERRALARGO COMMUNITY
ASSOCIATION, INC., a Florida not-for-
profit corporation

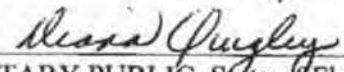
By: 
Name: John Corners
Title: President

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Polk)

The foregoing was acknowledged before me this 21 day of December, 2009 by John Corners as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 9/6/12


NOTARY PUBLIC, State of Florida
Print name: Diana Quigley

NOTARY PUBLIC-STATE OF FLORIDA
Diana Quigley
Commission #DD806740
Expires: SEP. 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°07'28" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, 117.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°07'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1058.00 FEET TO THE NORTH LINE OF A RETENTION POND PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2486, PAGE 2100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°52'30" WEST, ALONG SAID NORTH LINE 410.00 FEET TO THE WESTERLY LINE OF SAID RETENTION POND PARCEL; THENCE SOUTH 02°22'12" WEST, ALONG SAID WESTERLY LINE, 648.09 FEET; THENCE SOUTH 30°00'00" EAST, ALONG SAID WESTERLY LINE, 140.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SLEEPY HILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 1201, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 60°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 928.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, A CENTRAL ANGLE 29°59'28", A CHORD BEARING OF SOUTH 74°59'44" WEST, AND A CHORD DISTANCE OF 709.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE 718.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'23" WEST, ALONG SAID RIGHT OF WAY LINE, 80.14 FEET TO THE EAST LINE OF THE WEST 723.64 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE, 1283.38 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°57'14" WEST A DISTANCE OF 723.64 FEET; THENCE SOUTH 89°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1301.21 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°07'12" EAST, ALONG SAID EAST LINE, 413.51 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°48'10" WEST, ALONG SAID NORTH LINE AND SAID EASTERLY EXTENSION, 660.45 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE EAST 1/2 OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°09'34" EAST, ALONG SAID EAST LINE, 903.83 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH

89°59'47" WEST, ALONG SAID SOUTH LINE, 680.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°48'10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 1323.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°23'54" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2651.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH 00°23'37" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1327.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°59'38" EAST A DISTANCE OF 1320.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°55'46" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2645.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°46'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2685.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°00'10" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26, A DISTANCE OF 451.30 FEET; THENCE SOUTH 79°31'35" WEST 50.85 FEET; THENCE NORTH 00°00'10" WEST, 260.34 FEET; THENCE SOUTH 89°46'08" WEST, 1585.01 FEET; THENCE SOUTH 00°00'10" EAST, 1050.00 FEET; THENCE SOUTH 58°44'58" WEST, 580.52 FEET; THENCE SOUTH 00°00'10" EAST 636.98 FEET; THENCE SOUTH 77°29'58" EAST, 270.58 FEET; THENCE SOUTH 58°18'01" EAST, 272.86 FEET TO THE EASTERLY EDGE OF THE MEADOW VIEW LAKE; THENCE RUN SOUTHEASTERLY ALONG THE EDGE OF SAID LAKE, 2,482 FEET, MORE OR LESS TO THE POINT OF BEGINNING, POLK COUNTY, FLORIDA, LESS AND EXCEPT:

TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALSO LESS:

TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4, 6, 18, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31 THROUGH 63, INCLUSIVE, 65, 70, 77, 80, THROUGH 84, INCLUSIVE, 87 THROUGH 103, INCLUSIVE, 105 THROUGH 110, INCLUSIVE, 112 THROUGH 151, INCLUSIVE, 153 THROUGH 158, INCLUSIVE, 160 THROUGH 167, INCLUSIVE, 169 THROUGH 180, INCLUSIVE, 182, 184, 187, 188, 198, 202, 203 AND 204 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

AND

Lots 205 THROUGH 266, INCLUSIVE and 268 THROUGH 283, INCLUSIVE and 285 THROUGH 287, INCLUSIVE of TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT A, TRACT O, TRACT U, TRACT X AND TRACT X-1 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT G, TRACT H, TRACT I, TRACT J, TRACT LS, ALL OF PRIMA LAGO DRIVE AND THAT PORTION OF SUNSET LAKE DRIVE LYING EASTERLY OF PRIMA LAGO DRIVE OF TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 3 TO 5, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:

MELISA R. BOROSS, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134

INSTR # 2009226595
BK 08045 PGS 0371-0379 PG(s) 9
RECORDED 12/30/2009 04:13:44 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 78.00
RECORDED BY S Wiggins

SECOND AMENDMENT TO DECLARATION FOR TERRALARGO

(TerraLargo)

THIS SECOND AMENDMENT TO DECLARATION FOR TERRALARGO (this "Second Amendment") is made by TERRALARGO LAND, LLC, a Florida limited liability company ("Owner") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

A. That certain Declaration for TerraLargo was recorded in Official Records Book 7464 at Page 1090 of the Public Records of Polk County, Florida (the "Original Declaration"). The Original Declaration was amended by that certain First Amendment to Declaration for TerraLargo recorded in Official Records Book 8023 at Page 1267 of the Public Records of Polk County, Florida (the "First Amendment," and together with the Original Declaration, the "Amended Declaration"). Capitalized terms used, but not otherwise defined, herein will have the meaning set forth in the Amended Declaration.

B. Owner has acquired the portion of TerraLargo more particularly described on Exhibit "A" attached hereto, from Avatar Properties Inc., a Florida corporation ("API").

C. In connection with the sale to Owner, API and Owner executed that certain Assignment of Developer Rights and Assumption Agreement whereby API assigned and transferred its rights as "Developer" under the Amended Declaration to Owner.

D. Pursuant to the authority granted in Section 4.3 of the Amended Declaration, Owner desires to amend the Amended Declaration as set forth herein.

NOW THEREFORE, in consideration for the premises and for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

MIAMI 855983 (2K)

PROMINENT TITLE INS AGENCY INC
827 CYPRESS PKWY
POINCIANA, FL 34759

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
2. Developer. All references to "Developer" in the Amended Declaration are hereby amended to refer to Owner.
3. Conflicts. In the event that there is a conflict between this Second Amendment and the Amended Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Amended Declaration shall be construed as a single document. Except as modified hereby, the Amended Declaration shall remain in full force and effect.
4. Covenant. This Second Amendment shall be a covenant running with the land.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

Kathy Jo Vanschoonhoven
Name: Kathy Jo Vanschoonhoven

Devi
Name: Devi

Name: _____

Name: _____

TERRALARGO LAND, LLC, a Florida limited liability company

By: SLMSK, LLC, a Delaware limited liability company, its member

By: [Signature]
Name: Martin L. Schaffel
Title: Managing Member

By: Avatar Properties Inc., a Florida corporation, its member

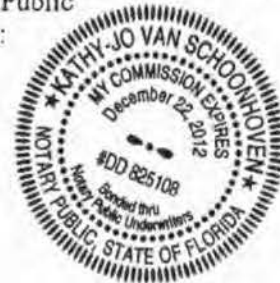
By: _____
Name: Patricia K. Fletcher
Title: Executive Vice President

STATE OF FLORIDA)
COUNTY OF Hillsborough)ss:

The foregoing instrument was acknowledged before me this 18th day of December, 2009, by Martin L. Schaffel, as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

Kathy Jo Vanschoonhoven
Notary Public, State of Florida

Kathy Jo Vanschoonhoven
Printed Name of Notary Public
My Commission expires:



IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

TERRALARGO LAND, LLC, a Florida limited liability company

Name: _____

By: SLMSK, LLC, a Delaware limited liability company, its member

Name: _____

By: _____

Name: Martin L. Schaffel

Title: Managing Member

Martín L. Schaffel
Name: Martín L. Schaffel

By: Avatar Properties Inc., a Florida corporation, its member

Patricia K. Fletcher
Name: Patricia K. Fletcher

By: Patricia K. Fletcher
Name: Patricia K. Fletcher
Title: Executive Vice President

STATE OF FLORIDA)

)ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by Martin L. Schaffel, as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:



STATE OF FLORIDA

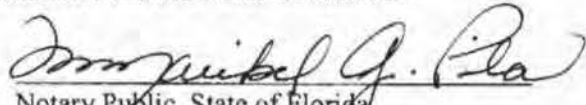
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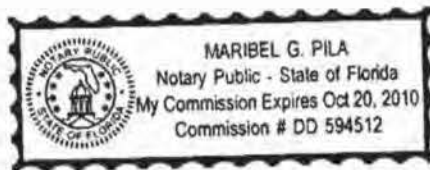
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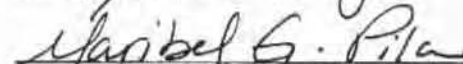
COUNTY OF MIAMI-DADE

)

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by Patricia K. Fletcher, as Executive Vice President and on behalf of Avatar Properties Inc., a Florida corporation, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a Florida driver's license as identification.


Notary Public, State of Florida




Printed Name of Notary Public
My Commission expires:

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to Declaration for TerraLargo (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2009.

WITNESSES:

TERRALARGO COMMUNITY
ASSOCIATION, INC., a Florida not-for-
profit corporation

Sh. Kelly
Print Name: SHAUN KELLEY
Jeff Gelbwaks
Print Name: Jeff Gelbwaks

By: [Signature]
Name: John Corners
Title: President

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Folk)

The foregoing was acknowledged before me this 21 day of December, 2009 by John Corners as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 9/6/12

NOTARY PUBLIC-STATE OF FLORIDA
Diana Qulgley
Commission #DD806740
Expires: SEP. 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Diana Qulgley
NOTARY PUBLIC, State of Florida
Print name: Diana Qulgley

EXHIBIT "A"

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°07'28" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, 117.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°07'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1058.00 FEET TO THE NORTH LINE OF A RETENTION POND PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2486, PAGE 2100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°52'30" WEST, ALONG SAID NORTH LINE 410.00 FEET TO THE WESTERLY LINE OF SAID RETENTION POND PARCEL; THENCE SOUTH 02°22'12" WEST, ALONG SAID WESTERLY LINE, 648.09 FEET; THENCE SOUTH 30°00'00" EAST, ALONG SAID WESTERLY LINE, 140.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SLEEPY HILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 1201, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 60°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 928.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, A CENTRAL ANGLE 29°59'28", A CHORD BEARING OF SOUTH 74°59'44" WEST, AND A CHORD DISTANCE OF 709.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE 718.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'23" WEST, ALONG SAID RIGHT OF WAY LINE, 80.14 FEET TO THE EAST LINE OF THE WEST 723.64 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE, 1283.38 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°57'14" WEST A DISTANCE OF 723.64 FEET; THENCE SOUTH 89°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1301.21 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°07'12" EAST, ALONG SAID EAST LINE, 413.51 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°48'10" WEST, ALONG SAID NORTH LINE AND SAID EASTERLY EXTENSION, 660.45 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE EAST 1/2 OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°09'34" EAST, ALONG SAID EAST LINE, 903.83 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH

89°59'47" WEST, ALONG SAID SOUTH LINE, 680.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°48'10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 1323.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°23'54" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2651.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH 00°23'37" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1327.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°59'38" EAST A DISTANCE OF 1320.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°55'46" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2645.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°46'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2685.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°00'10" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26, A DISTANCE OF 451.30 FEET; THENCE SOUTH 79°31'35" WEST 50.85 FEET; THENCE NORTH 00°00'10" WEST, 260.34 FEET; THENCE SOUTH 89°46'08" WEST, 1585.01 FEET; THENCE SOUTH 00°00'10" EAST, 1050.00 FEET; THENCE SOUTH 58°44'58" WEST, 580.52 FEET; THENCE SOUTH 00°00'10" EAST 636.98 FEET; THENCE SOUTH 77°29'58" EAST, 270.58 FEET; THENCE SOUTH 58°18'01" EAST, 272.86 FEET TO THE EASTERLY EDGE OF THE MEADOW VIEW LAKE; THENCE RUN SOUTHEASTERLY ALONG THE EDGE OF SAID LAKE, 2,482 FEET, MORE OR LESS TO THE POINT OF BEGINNING, POLK COUNTY, FLORIDA, LESS AND EXCEPT:

TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALSO LESS:

TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4, 6, 18, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31 THROUGH 63, INCLUSIVE, 65, 70, 77, 80, THROUGH 84, INCLUSIVE, 87 THROUGH 103, INCLUSIVE, 105 THROUGH 110, INCLUSIVE, 112 THROUGH 151, INCLUSIVE, 153 THROUGH 158, INCLUSIVE, 160 THROUGH 167, INCLUSIVE, 169 THROUGH 180, INCLUSIVE, 182, 184, 187, 188, 198, 202, 203 AND 204 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

AND

Lots 205 THROUGH 266, INCLUSIVE and 268 THROUGH 283, INCLUSIVE and 285 THROUGH 287, INCLUSIVE of TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT A, TRACT O, TRACT U, TRACT X AND TRACT X-1 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT G, TRACT H, TRACT I, TRACT J, TRACT LS, ALL OF PRIMA LAGO DRIVE AND THAT PORTION OF SUNSET LAKE DRIVE LYING EASTERLY OF PRIMA LAGO DRIVE OF TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 3 TO 5, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

BARRY D. LAPIDES, ESQ.
DUANE MORRIS LLP
200 S. BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

FILED - CIVIL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL

2012 DEC -5 PM 4:35

INSTR # 2012221833
BK 08820 PGS 1566-1571 PG(s) 6
RECORDED 12/11/2012 09:26:21 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 52.50
RECORDED BY S Wiggins

SHUFFIELDLOWMAN
POB 1010
ORLANDO, FL 32802-1010

THIRD AMENDMENT TO DECLARATION FOR TERRALARGO

THIS THIRD AMENDMENT TO DECLARATION FOR TERRALARGO (this "Third Amendment") is made by OK TERRALARGO LLC, a Florida limited liability company ("Owner") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

A. That certain Declaration for TerraLargo was recorded in Official Records Book 7464 at Page 1090 of the Public Records of Polk County, Florida (the "Original Declaration"). The Original Declaration was amended by that certain First Amendment to Declaration for TerraLargo recorded in Official Records Book 8023 at Page 1267 of the Public Records of Polk County, Florida (the "First Amendment"), and that certain Second Amendment to Declaration for TerraLargo recorded in Official Records Book 8045, Page 371 of the Public Records of Polk County (the "Second Amendment"), together with the Original Declaration and the First Amendment, the "Amended Declaration").

B. Owner has acquired the portion of TerraLargo, more particularly described on Exhibit A attached hereto, from TerraLargo Land, LLC, a Florida limited liability company ("TerraLargo Land").

C. In connection with the sale to Owner, TerraLargo Land and Owner executed that certain Assignment of Developer's Rights and Assumption Agreement whereby TerraLargo Land assigned and transferred its rights as "Developer" under the Amended Declaration to Owner.

D. Pursuant to the authority granted in Section 4.3 of the Amended Declaration, Owner desires to amend the Amended Declaration as set forth in this Third Amendment.

NOW THEREFORE, Owner hereby declares that every portion of TerraLargo is to be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions and restrictions hereinafter set forth in consideration for the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Amended Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Amended Declaration shall be construed as a single document. Except as modified hereby, the Amended Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined in this Third Amendment shall have the meaning set forth in the Amended Declaration and the defined terms are modified as follows:

"Declaration" shall mean the Amended Declaration and this Third Amendment, together with all modifications thereof.

"Developer" shall mean OK TERRALARGO LLC, a Florida limited liability company, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successor and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the Assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of Developer's right to control the Board and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon transfer of control of the Association.

4. Developer. All references to "Developer" in the Amended Declaration are hereby amended to refer to Owner.

5. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 19 day of October, 2012.

WITNESSES:

OK TERRALARGO LLC, a Florida limited liability company

Name: Nicole E. Angelakos

Name: Patricia D. 12th

By: [Signature]
Name: William Johnson
Title: Authorized Signatory

[NOTARY BLOCK APPEARS ON THE NEXT PAGE.]

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 19 day of October, 2012, by William Johnson, as Authorized Signatory of OK TERRALARGO LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.

Nicole E. Angelakos
Notary Public, State of Florida
Nicole E. Angelakos
Printed Name of Notary Public
My Commission expires:



JOINDER

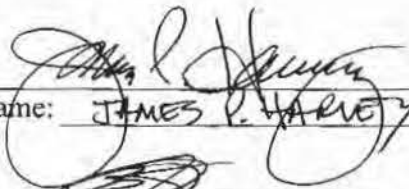

TERRALARGO COMMUNITY ASSOCIATION, INC.

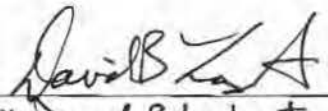
TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the Third Amendment to Declaration for TerraLargo (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of October, 2012.

WITNESSES:

TERRALARGO COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

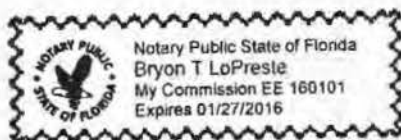

Name: JAMES P. HARVEY

Name: BRYAN T. LOPRESTE


By: 
Name: David B. Loughost
Title: President

{SEAL}

STATE OF FLORIDA)
)ss:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 23rd day of October, 2012, by DAVID B. LOUGHOST, as PRESIDENT of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or has produced a _____ as identification, on behalf of the corporation.




Notary Public, State of Florida

BRYAN T. LOPRESTE
Printed Name of Notary Public
My Commission expires: 01.27.16

EXHIBIT A

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°07'28" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, 117.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°07'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1058.00 FEET TO THE NORTH LINE OF A RETENTION POND PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2486, PAGE 2100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°52'30" WEST, ALONG SAID NORTH LINE 410.00 FEET TO THE WESTERLY LINE OF SAID RETENTION POND PARCEL; THENCE SOUTH 02°22'12" WEST, ALONG SAID WESTERLY LINE, 648.09 FEET; THENCE SOUTH 30°00'00" EAST, ALONG SAID WESTERLY LINE, 140.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SLEEPY HILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 1201, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 60°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 928.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, A CENTRAL ANGLE 29°59'28", A CHORD BEARING OF SOUTH 74°59'44" WEST, AND A CHORD DISTANCE OF 709.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE 718.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'23" WEST, ALONG SAID RIGHT OF WAY LINE, 80.14 FEET TO THE EAST LINE OF THE WEST 723.64 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE, 1283.38 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°57'14" WEST A DISTANCE OF 723.64 FEET; THENCE SOUTH 89°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1301.21 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°07'12" EAST, ALONG SAID EAST LINE, 413.51 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°48'10" WEST, ALONG SAID NORTH LINE AND SAID EASTERLY EXTENSION, 660.45 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE EAST 1/2 OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°09'34" EAST, ALONG SAID EAST LINE, 903.83 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH 89°59'47" WEST, ALONG SAID SOUTH LINE, 680.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°48'10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 1323.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°23'54" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2651.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH 00°23'37" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1327.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°59'38" EAST A DISTANCE OF 1320.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°55'46" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2645.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°46'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2685.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°00'10" EAST, ALONG THE EAST LINE

OF THE WEST 1/2 OF SAID SECTION 26, A DISTANCE OF 451.30 FEET; THENCE SOUTH 79°31'35" WEST 50.85 FEET; THENCE NORTH 00°00'10" WEST, 260.34 FEET; THENCE SOUTH 89°46'08" WEST, 1585.01 FEET; THENCE SOUTH 00°00'10" EAST, 1050.00 FEET; THENCE SOUTH 58°44'58" WEST, 580.52 FEET; THENCE SOUTH 00°00'10" EAST 636.98 FEET; THENCE SOUTH 77°29'58" EAST, 270.58 FEET; THENCE SOUTH 58°18'01" EAST, 272.86 FEET TO THE EASTERLY EDGE OF THE MEADOW VIEW LAKE; THENCE RUN SOUTHEASTERLY ALONG THE EDGE OF SAID LAKE, 2,482 FEET, MORE OR LESS TO THE POINT OF BEGINNING, POLK COUNTY, FLORIDA, LESS AND EXCEPT:

TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALSO LESS:

TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4, 6, 18, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31 THROUGH 63, INCLUSIVE, 65, 70, 77, 80, THROUGH 84, INCLUSIVE, 87 THROUGH 103, INCLUSIVE, 105 THROUGH 110, INCLUSIVE, 112 THROUGH 151, INCLUSIVE, 153 THROUGH 158, INCLUSIVE, 160 THROUGH 167, INCLUSIVE, 169 THROUGH 180, INCLUSIVE, 182, 184, 187, 188, 198, 202, 203 AND 204 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

LOTS 205 THROUGH 266, INCLUSIVE and 268 THROUGH 283, INCLUSIVE and 285 THROUGH 287, INCLUSIVE of TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT O, TRACT U, TRACT X AND TRACT X-I of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT G, TRACT H, TRACT I, TRACT J, TRACT LS, ALL OF PRIMA LAGO DRIVE AND THAT PORTION OF SUNSET LAKE DRIVE LYING EASTERLY OF PRIMA LAGO DRIVE OF TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 3 TO 5, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Prepared by and return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, FL 33764

Recording cross reference:
O.R. Book 7464, Page 1090

FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO

THIS FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO ("Amendment") is made on January 18, 2013, by **OK TERRALARGO LLC**, a Florida limited liability company (herein, "**Developer**" or "**OK Terralargo**") with reference to the following facts:

WITNESSETH:

WHEREAS, pursuant to that certain Assignment of Developer's Rights and Assumption Agreement dated October 22, 2012 and recorded in O.R. Book 8789, Page 1666 of the Public Records of Polk County, Florida, OK TerraLargo is the "Developer" under that certain Declaration for TerraLargo recorded October 25, 2007 in O.R. Book 7464, Page 1090, as amended by that certain First Amendment to Declaration for TerraLargo recorded November 25, 2009 in O.R. Book 8023, Page 1267, that certain Second Amendment to Declaration for TerraLargo recorded December 30, 2009 in O.R. Book 8045, Page 371, and that certain Third Amendment to Declaration for TerraLargo recorded December 12, 2012 in O.R. Book 08820, Page 1566, all of the Public Records of Polk County, Florida (as supplemented and amended, hereinafter collectively, the "**Declaration**"); and

WHEREAS, pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, Developer has the right to amend the Declaration as it deems appropriate in Developer's sole discretion, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, the Turnover Date has not occurred and the Developer desires to amend the Declaration, as more specifically set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby as follows:

1. Leasing. Section 11.28 of the Declaration is hereby deleted. Additionally, Section 25 of the Declaration is hereby deleted and replaced with the following new Section 25 of the Declaration:

25. Leases.

(a) Leasing Restrictions. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 25. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

(b) Security Deposit. Each Owner shall remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise as described in this Declaration; provided, that, the tenant does not undertake obligations

after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

2. Towing. The following new provision is added as Section 11.53 of the Declaration:

11.53 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if (a) such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle; or (b) such vehicle was cited within the preceding fourteen (14) day period for a violation of these or other restrictions contained herein or in the Rules and Regulations. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this section, "vehicle" shall mean and include, without limitation, passenger automobiles, golf carts, motorcycles, motorbikes, campers, recreational vehicles, mobile homes, trailers, and boats. By accepting title to a Home, each Owner grants to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

3. Articles of Incorporation. The Association's Articles of Incorporation were amended, and a copy of such Articles of Amendment are attached to this Amendment as Exhibit "A". The Articles of Amendment attached hereto as Exhibit "A" are added to Exhibit 2 of the Declaration.
4. By-Laws. The Association's By-Laws were amended and a copy of such Amendment to By-Laws is attached to this Amendment as Exhibit "B". The Amendment to By-Laws attached hereto as Exhibit "B" is added to Exhibit 3 of the Declaration.
5. Club Plan. The Club Plan was amended, and a copy of such Amendment to Club TerraLargo Club Plan is attached to this Amendment as Exhibit "C". The

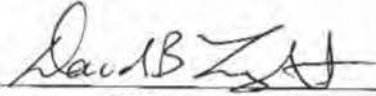
Amendment to Club TerraLargo Club Plan attached hereto as Exhibit "C" is added to Exhibit 4 of the Declaration.


6. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

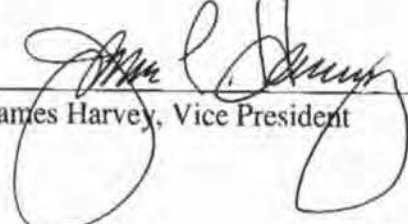
DEVELOPER:

WITNESSES:


Signature of Witness #1
DAVID B. LANGHOUT
Typed/Printed Name of Witness #1

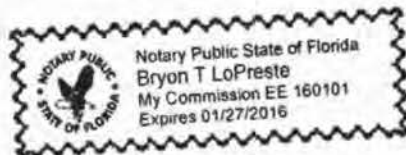

Signature of Witness #2
BRYON T. LOPRESTE
Typed/Printed Name of Witness #2


OK TERRALARGO LLC,
a Florida limited liability company
By: OK JV2 LLC,
a Delaware limited liability company
Its: Manager

By: 
James Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2013, by James Harvey, the Vice President of OK JV2 LLC, a Delaware limited liability company, the Manager of OK Terralargo LLC, a Florida limited liability company, on behalf of the company. He / ☒ / is personally known to me or / ☐ / has produced _____ as identification.




Notary Public, State of Florida
BRYON T. LOPRESTE
Print Name
My Commission Expires: 01-27-16
(SEAL)

TERRALARGO COMMUNITY ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date below-written.

WITNESSES:

Print Name: JAMES P. HARVEY

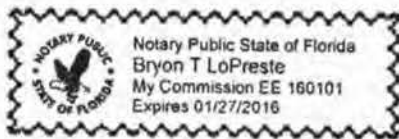
Print Name: BRYAN T. LOFFERT

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: David B. Longheart
Printed Name: David B. Longheart
Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing was acknowledged before me this 21st day of JANUARY, 2013, by DAVID B. LAWTON as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, / / who is personally known to me or /___/ who has produced _____ as identification.



NOTARY PUBLIC, State of Florida
BRYON T. LOPEZ
Print Name

My Commission Expires: 01-27-16

(SEAL)

Exhibit "A"
Copy of Articles of Amendment to
Articles of Incorporation of the Association
[Attached.]



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 28, 2013

CORPORATION SERVICE COMPANY
ATTN: SUSIE KNIGHT
TALLAHASSEE, FL 32301

Re: Document Number N07000003431

The Articles of Amendment to the Articles of Incorporation of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on January 28, 2013.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 813A00002089

Account number: I20000000195

Amount charged: 35.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 JAN 28 PM 2:38

TERRALARGO COMMUNITY ASSOCIATION, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N07000003431

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

395 Village Drive

Poinciana FL 34759

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>STD</u>	<u>Boross, Melisa R</u>	<u>395 Village Drive</u> <u>Poinciana FL 34759</u>
2) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>VD</u>	<u>Iorio, Anthony S</u>	<u>395 Village Drive</u> <u>Poinciana FL 34759</u>
3) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	<u>PD</u>	<u>Comers, John R</u>	<u>395 Village Drive</u> <u>Poinciana FL 34759</u>
4) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>P</u>	<u>Langhout, David B</u>	<u>8875 Hidden River Pkwy</u> <u>Suite 150</u> <u>Tampa FL 33637</u>
5) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>V</u>	<u>Simpson, Troy</u>	<u>8875 Hidden River Pkwy</u> <u>Suite 150</u> <u>Tampa FL 33637</u>
6) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	<u>S/TR</u>	<u>Harvey, James P</u>	<u>8875 Hidden Pkwy</u> <u>Suite 150</u> <u>Tampa FL 33637</u>

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

The first four sentences of Section 9. of the Articles are hereby deleted and replaced with the following text:

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected, and shall serve for such term, as stated in the By-Laws.

The date of each amendment(s) adoption: January 18, 2013

Effective date if applicable: January 18, 2013
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 01-25-13

Signature David B. Langhout
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

David B. Langhout

(Typed or printed name of person signing)

President

(Title of person signing)

Exhibit "B"
Copy of Amendment to By-Laws
[Attached.]

**FIRST AMENDMENT TO BY-LAWS
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.**

The undersigned Developer hereby amends the By-Laws of TerraLargo Community Association, Inc., a Florida not-for-profit corporation (the "**By-Laws**"), as follows:

1. Section 3.5 of the By-Laws is hereby amended as follows (*underlining indicates new text, and strike-through indicates deleted text*):

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast ~~twenty ten~~ percent (~~20%~~) (10%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

2. The entire text of Section 4.2 of the By-Laws is hereby deleted and replaced with the following new Section 4.2 of the By-Laws:

The term of the Directors appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date. At the meeting of the Members at which transfer of control of the Association to the non-Developer Members occurs, Directors shall be elected for all seats vacated by the Developer. The Director receiving the highest number of votes shall be elected to a three (3) year term, the Director receiving the next highest number of votes shall be elected to a two (2) year term, and the third Director shall be elected to a one (1) year term; provided, however, that for so long as the Developer is entitled to appoint a Director, the Developer's appointed Director shall serve a one-year term and shall be replaced solely by the Developer. A term of office shall be deemed to be concluded at the annual meeting of the Members following or in connection with expiration of the specific term of years. Following the initial election of non-Developer Members as provided above, subsequent elections to the Board shall be for a three (3) year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot shall be deemed to be Members of the Association for the sole purpose of qualifying each to become a Director hereof. A Director may succeed himself in office.

The foregoing is hereby adopted by Developer as the First Amendment to the By-Laws pursuant to Developer's right in Section 12.2 of the By-Laws to amend the Articles prior to and including the Turnover Date, as Developer deems appropriate, without the joinder or consent of any person or entity whatsoever.

[Signature page immediately follows.]