



**South Florida Water Management District**  
**Individual Environmental Resource Permit No. 06-103172-P**  
**Date Issued: October 8, 2020**

**Permittee:** D.R. Horton, Inc.  
6123 Lyons Road  
Coconut Creek, FL 33073

**Project:** Merrick Square

**Application No.** 200319-3060

**Location:** Broward County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting).

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email [ERP@sfwmd.gov](mailto:ERP@sfwmd.gov).

A handwritten signature in blue ink that reads "Jesse Markle".

Jesse Markle, P.E.  
Bureau Chief, Environmental Resource Bureau

**South Florida Water Management District  
Individual Environmental Resource Permit No. 06-103172-P**

**Date Issued:** October 8, 2020      **Expiration Date:** October 8, 2025

**Project Name:** Merrick Square

**Permittee:** D.R. Horton, Inc.  
6123 Lyons Road  
Coconut Creek, FL 33073

**Operating Entity:** Merrick Square Homeowners' Association, Inc.  
6123 Lyons Road  
Coconut Creek, FL 33073

**Location:** Broward County

**Permit Acres:** 23.50 acres

**Project Land Use:** Residential

**Special Drainage District:** South Broward Drainage District

**Water Body Classification:** CLASS III

**FDEP Water Body ID:** 3284

**Conservation Easement to District:** Yes

**Sovereign Submerged Lands:** No

**Project Summary**

This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 23.50 acres of residential development known as Merrick Square.

The proposed project is for the construction of a 211 unit townhouse development. The SWM system consists of inlets and culverts to capture and convey runoff to exfiltration trenches and dry retention areas prior to discharge to the Pembroke Shores master SWM system and proposed mitigation area. Please refer to Exhibit No. 2.0 for construction plans.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C..

**Site Description**

This site is located at the southeast corner of Pines Boulevard and SW 172<sup>nd</sup> Avenue intersection in Broward County and consists of Santa Fe Middle School and an undeveloped outparcel. The existing SWM system serving the school will be demolished. Please refer to Exhibit No. 1.0 for a location map.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

## **Background**

The northwest portion of the site, currently developed as the Santa Fe Middle School, was authorized for construction in 1995 under Permit No. 06-01981-S. The southeast portion of the site received a construction authorization in 2003 under Permit No. 06-03673-P. However, the site, which contained a wetland area, was filled and left vacant.

## **Ownership, Operation and Maintenance**

Perpetual operation and maintenance of the SWM system is the responsibility of Merrick Square Homeowners' Association, Inc. as indicated in the submitted draft governing documents (Exhibit No. 4.0). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

D.R. Horton, Inc. submitted a purchase agreement as demonstration of real property interest for the project area. Prior to commencement of construction, documentation of ownership must be submitted to the Agency. If the property is conveyed to an entity other than the permittee, a permit transfer will be required.

## **Engineering Evaluation:**

### **Land Use**

Refer to the Engineering Evaluation Table for the project's land use breakdown.

### **Water Quality**

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired for dissolved oxygen; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, Volume II, as reasonable assurance that the project's discharge will not cause or contribute to violations of State water quality standards. The project provides 0.73-ac-ft of water quality treatment.

The project includes implementation of a Turbidity and Erosion Control Plan (Exhibit No. 2.0) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

### **Discharge**

The project is within allowable limits based on a pre vs. post development analysis. Treated stormwater from Basins 1-4 is discharged to the Pembroke Shores master SWM system. Treated stormwater from Basin 5 is discharged to the proposed mitigation area (Basin 6).

### **Road Design**

As found in Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

### **Finished Floors**

As found in Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

### **Perimeter Berm**

As found in Water Quantity Data Table, minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation.

### **Certification, Operation, and Maintenance**

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

## Engineering Evaluation Tables:

### Land Use

Basin	Land Type	Area (ac)	% of Total Basin
Basin 1	Green Area	2.47	39.08
	Impervious Area	1.97	31.17
	Building Coverage	1.42	22.47
	Dry Retention Bottom	0.21	3.32
	Dry Retention Sides	0.25	3.96
	<b>Total:</b>	6.32	100%
Basin 2	Dry Retention Bottom	0.22	10.19
	Dry Retention Sides	0.12	5.56
	Green Area	0.72	33.33
	Impervious Area	0.67	31.02
	Building Coverage	0.42	19.44
	<b>Total:</b>	2.15	100%
Basin 3	Dry Retention Bottom	0.19	3.24
	Dry Retention Sides	0.20	3.41
	Green Area	2.05	34.98
	Impervious Area	1.83	31.23
	Building Coverage	1.60	27.30
	<b>Total:</b>	5.87	100%
Basin 4	Dry Retention Bottom	0.10	2.28
	Dry Retention Sides	0.13	2.96
	Green Area	1.76	40.09
	Impervious Area	1.36	30.98
	Building Coverage	1.03	23.46
	<b>Total:</b>	4.38	100%
Basin 5	Dry Retention Bottom	0.07	2.30
	Dry Retention Sides	0.08	2.63
	Green Area	1.12	36.84
	Impervious Area	0.95	31.25
	Building Coverage	0.82	26.97
	<b>Total:</b>	3.04	100%
Basin 6	Wetland Mitigation	1.73	100.00
	<b>Total:</b>	1.73	100%

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Length Required (ft)	Length Provided (ft)	Area (ac)
Basin 1	Treatment	EXFILTRATION TRENCH	0.11	0.11	225.00	225.00	
	Treatment	DRY RETENTION	0.07	0.07			0.21
Basin 2	Treatment	EXFILTRATION TRENCH	0.11	0.11	218.00	218.00	
	Treatment	DRY RETENTION	0.06	0.06			0.22
Basin 3	Treatment	DRY RETENTION	0.06	0.06			0.19
Basin 4	Treatment	EXFILTRATION TRENCH	0.07	0.07	146.00	146.00	
	Treatment	DRY RETENTION	0.04	0.04			0.10
Basin 5	Treatment	EXFILTRATION TRENCH	0.10	0.10	103.00	103.00	
	Treatment	DRY RETENTION	0.11	0.11			0.07

Water Quantity

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)
Basin 1	Finished Floor	100Y3D	16.10	5.47	7.00
	Perimeter Berm/ Discharge	25YR3D	12.50	5.20	5.70
	Road Crown	10YR3D	10.40	4.98	5.00
Basin 2	Finished Floor	100Y3D	16.10	5.46	7.00
	Perimeter Berm/ Discharge	25YR3D	12.50	5.20	5.70
	Road Crown	10YR3D	10.40	4.99	5.00
Basin 3	Finished Floor	100Y3D	16.10	5.40	7.00
	Perimeter Berm/ Discharge	25YR3D	12.50	5.20	5.70
	Road Crown	10YR3D	10.40	4.95	5.00
Basin 4	Finished Floor	100Y3D	16.10	5.34	7.00
	Perimeter Berm/ Discharge	25YR3D	12.50	5.20	5.70
	Road Crown	10YR3D	10.40	4.91	5.00
Basin 5	Finished Floor	100Y3D	16.10	5.28	7.00
	Perimeter Berm/ Discharge	25YR3D	12.50	5.20	5.70
	Road Crown	10YR3D	10.40	4.98	5.00
Basin 6	Finished Floor	100Y3D	16.10		
	Perimeter Berm/ Discharge	25YR3D	12.50		
	Road Crown	10YR3D	10.40		

Weir

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Type	Width (in)	Crest EL (ft NAVD88)	Receiving Body
Basin 4	1.50	Control Structure #313	Water Quality	Rectangular	66.00	2.75	Master System
Basin 5	1.50	Control Structure #909	Water Quality	Rectangular Notch	24.00	3.75	Mitigation Area

## **Environmental Evaluation:**

### **Wetlands and Other Surface Waters**

There are no wetlands or other surface waters located within the project site or affected by this project. However, a portion of the project, which previously contained a 4.90 acre wetland area, had received a construction authorization under Permit No. 06-03673-P, on January 9, 2003, for the development of a church. At the time, the permit authorized impacts to 3.88 acres of melaleuca dominated wetland areas, which were to be offset with the preservation and enhancement of a 1.02 acre onsite wetland mitigation area surrounded by a 0.33 acre upland buffer area. However, the entire 4.90 acre wetland area was filled, and mitigation has not yet been provided. Additional information regarding the wetland area and the mitigation requirements can be found in the ePermitting file for Permit No. 06-03673-P, Application No. 011005-4.

### **Mitigation Plan**

To mitigate for the impacts that already occurred under previous ownership, the Permittee will re-create a 1.53 acre on-site wetland mitigation area, which will be surrounded by a 0.2 acre upland buffer, and a fence along the west, north and east sides, as depicted in Exhibits Nos. 3.0 and 3.1. The south side of the mitigation area will be adjacent to an existing mitigation area within the southern neighboring property.

The required amount of mitigation was determined with Permit No. 06-03673-P. The onsite wetland area will be 50 percent larger than the original required amount in order to account for temporal loss in ecological functions between the time the impacts occurred and the time when the site will have achieved the success criteria, which are listed in the special conditions and the monitoring program depicted in Exhibit No. 3.1

### **Monitoring and Maintenance**

Monitoring will be conducted by the permittee for a period of five consecutive years or until District staff determines that mitigation success has been achieved. Exhibit No. 3.1 describes the monitoring methodology, locations, and maintenance activities. Monitoring includes vegetative cover, hydrologic conditions and success of the mitigation/restoration, as well as wildlife usage and recommendations for maintenance work. Success criteria are found in the special conditions and Exhibit No. 3.1. Annual reports shall be submitted to the District in accordance with the work schedule enclosed herein. Once mitigation success is achieved, maintenance will be conducted in perpetuity by the Merrick Square Homeowner's Association.

### **Legal Issues**

The proposed wetland mitigation area, along with upland buffer areas will be preserved onsite under a conservation easement dedicated to the District and Broward County, as depicted in Exhibit No. 3.2. The conservation easement document will be recorded in accordance with Special Condition No. 11. The recorded conservation easement for the mitigation area shall be in substantial conformance with the draft conservation easement and legal description included as Exhibit No. 3.2.

As verification of financial responsibility to cover the estimated costs of the on-site wetland mitigation construction, maintenance and monitoring, the permittee has provided a draft irrevocable letter of credit to the District and Broward County in the amount of \$219,230 which constitutes 110 percent of the estimated costs of completing the onsite wetland mitigation plan. A copy of the draft irrevocable letter of credit is included as Exhibit No. 3.3. The original copy of the executed irrevocable letter of credit will be submitted to the District's post permit compliance staff in accordance with the schedule specified herein and as stipulated in the special conditions of this permit.

### **Fish, Wildlife, and Listed Species**

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.



## Environmental Evaluation Tables: Summary

Wetlands and Other Surface Waters: 0 acres (Impacts already occurred)  
 Direct Impacts: 0 acres  
 Secondary impacts: 0 acres  
 Net UMAM Functional Loss/Gain: 0 units  
 Total Onsite Mitigation Area: 1.53 acres

## Merrick Square Wetland Mitigation

### UMAM Mitigation and Preservation

ID	Acres	Action	Existing Community Description	Proposed Community Description	Current or Without Preserve Score	With Project Score	Time Lag Years.	Risk	P. A. F.	UMAM Gain
Preserve	1.53	Creation	Disturbed or Altered	Freshwater Marshes	N/A	N/A	N/A	N/A	N/A	0.000
<b>Total:</b>	<b>1.53</b>									<b>0.000</b>

## **Related Concerns:**

### **Water Use Permit Status**

The applicant has indicated that a groundwater well will be used as a source for irrigation water for the project. The applicant has applied for a noticed general permit under Rule 40E-2.071, F.A.C.

The applicant has indicated that dewatering is required for construction of this project. The applicant has demonstrated that proposed dewatering qualifies for the permit by rule under Rule 40E-2.061, F.A.C.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

### **Water and Wastewater Service**

City of Pembroke Pines.

### **Historical/ Archeological Resources**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore, the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies requirements in the event that historical and/or archaeological resources are found on the site.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
  9. This permit does not:
    - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
    - b. Convey to the permittee or create in the permittee any interest in real property;
    - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
    - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
  10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
  11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
  12. The permittee shall notify the Agency in writing:
    - a. Immediately if any previously submitted information is discovered to be inaccurate; and
    - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
  13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
  14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## **Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Merrick Square Homeowners' Association, Inc. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.
3. Prior to the commencement of construction and pursuant to Section 4.2.3(d)(3) of Applicant's Handbook Volume I, D.R. Horton, Inc. shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.
4. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
5. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.
6. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
7. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
8. The mitigation plan calls for the backfilling of the mitigation area with a minimum of 12" of muck. The backfill material shall be clean and shall include no solid vegetation debris, including tree limbs or tree trunks.

9. The permittee and all designated contractors shall adhere to all project and mitigation construction details and methodology indicated on the enclosed permit Exhibits and described herein.
10. Prior to the commencement of construction and in conformance with the work schedule herein, the permittee shall provide an original executed letter of credit in the amount of \$216,230 to ensure the permittee's financial ability and commitment to complete the proposed mitigation, monitoring and maintenance plan as shown on Exhibit No. 3.1. The financial assurance shall be in substantial conformance with Exhibit No. 3.3. The financial assurance shall be in effect for the entire period of the mitigation and monitoring program. Notification to the District by the financial institution or surety that the financial assurance will not be renewed or is no longer in effect shall constitute non-compliance with the permit.

Should the permit be transferred from the construction to operational phase prior to the completion of the mitigation and monitoring program, it will be incumbent upon the original permittee to either keep the existing financial assurance in force or provide replacement financial assurance in the name of the operational entity. The existing financial assurance cannot be released until a replacement document is received and accepted by the District.

11. Prior to commencement of construction and in accordance with the work schedule herein, the permittee shall submit an electronic or hard copy version of the documentation that the executed conservation easement for the mitigation area and associated buffers has been accepted by Broward County for recording. The electronic version of the documentation shall be submitted via the District's ePermitting/eCompliance website.

The recorded easement shall utilize the form attached as Exhibit No. 3.3. Any proposed modification to the approved form must receive prior written consent from the District. The easement must be free of encumbrances or interests in the easement which the District determines are contrary to the intent of the easement. In the event it is later determined that there are encumbrances or interests in the easement which the District determines are contrary to the intent of the easement, the permittee shall be required to provide release or subordination of such encumbrances or interests.

12. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
13. A mitigation program shall be implemented in accordance with Exhibit No. 3.1. The Permittee shall create 1.53 acres of wetland mitigation and 0.2 acre of associated buffers.
14. The successful completion of the mitigation plan is heavily dependent on proper site grading as shown on Exhibit No. 3.1, to achieve the design ground elevations necessary to recruit the expected vegetation or to sustain the proper hydrology for the targeted vegetation communities. Therefore, prior to demobilizing equipment from the site and prior to planting, the permittee shall provide an as-built survey in accordance with the work schedule identified herein, and schedule an inspection by District Environmental Resource Compliance staff to ensure that appropriate elevations and slopes have been achieved. The elevations should be determined using the North American Vertical Datum 88. The permittee shall correct any deficiencies in the project grade within 14 days of being notified of such deficiencies by District Staff.

15. A time zero monitoring report shall be conducted in accordance with Exhibit No. 3.1 for all created/restored wetlands. The plan shall include a survey of the areal extent, acreage and cross-sectional elevations of the created/restored areas and panoramic photographs for each habitat type. The report shall also include a description of planted species, sizes, total number and densities of each plant species within each habitat type as well as mulching methodology.
16. A monitoring program shall be implemented in accordance with Exhibit No. 3.1. The monitoring program shall extend for a period of 5 years with annual reports submitted to District staff. At the end of the first monitoring period the mitigation area shall contain an 80% survival of planted vegetation. The 80% survival rate shall be maintained throughout the remainder of the monitoring program, with replanting as necessary. If native wetland, transitional, and upland species do not achieve an 80% coverage within the initial two years of the monitoring program, native species shall be planted in accordance with the maintenance program. At the end of the 5 year monitoring program the entire mitigation area shall contain an 80% survival of planted vegetation and an 80% coverage of desirable obligate and facultative wetland species.
17. A maintenance program shall be implemented in accordance with Exhibit No. 3.1 for the created wetland area on a regular basis to ensure the integrity and viability of those areas as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are maintained free from Category 1 exotic vegetation (as defined by the Florida Exotic Pest Plant Council at the time of permit issuance) immediately following a maintenance activity. Maintenance in perpetuity shall also insure that conservation areas, including buffers, maintain the species and coverage of native, desirable vegetation specified in the permit. Coverage of exotic and nuisance plant species shall not exceed 5 percent of total cover between maintenance activities. In addition, the permittee shall manage the conservation areas such that exotic/nuisance plant species do not dominate any one section of those areas.
18. Permanent signs designating the preserve status of the onsite mitigation/conservation easement areas shall be placed as shown in Exhibit 3.1. The signs shall be maintained by the operating entity in perpetuity.
19. The wetland conservation area and upland buffer zones shown on Exhibit No. 3.2 may in no way be altered from their natural or permitted state. Activities prohibited within the conservation areas include, but are not limited to:
  - (a) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;
  - (b) dumping or placing soil or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
  - (c) removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic and nuisance vegetation removal;
  - (d) excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such manner as to affect the surface;
  - (e) surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
  - (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking or fencing;
  - (g) acts or uses detrimental to such retention of land or water areas; and
  - (h) acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.



20. Activities associated with the implementation of the mitigation, monitoring and maintenance plan shall be completed in accordance with the work schedule included herein. Any deviation from these time frames must be coordinated with the District's Environmental Resource Compliance staff, and may require a minor modification to this permit. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
  
21. The permittee shall be responsible for the successful completion of the mitigation work, including the monitoring and maintenance of the mitigation areas for the duration of the plan. The mitigation area shall not be turned over to the operation entity until the mitigation work is accomplished as permitted and District Environmental Resource Compliance staff has concurred.
  
22. Perpetual maintenance of the conservation area and associated buffers shall be the responsibility of Merrick Square's Homeowners Association, Inc. The maintenance and monitoring plan for the conservation area shall be included as an exhibit to the declarations and covenants and restrictions and referenced in the documents.

## Project Work Schedule for Permit No. 06-103172-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description (Application Number)	Due Date	Date Satisfied
GC 4	10/08/2020	Construction Commencement Notice	Prior to Construction	
GC 6	10/08/2020	Submit Certification	30 Days After Construction Completion	
GC 7	10/08/2020	Submit Operation Transfer Request	Within 30 days of Certification	
SC 3	10/08/2020	Submit Proof of Ownership	Prior to Construction	
SC 6	10/08/2020	Pre-Construction Meeting	Prior to Construction	
SC 10	10/08/2020	Submit Financial Assurances	11/07/2020	
SC 11	10/08/2020	Submit Recorded Conservation Easement	11/07/2020	
SC 14	10/08/2020	Submit As-Built Survey	Within 30 Days After Mitigation Construction Completion	
SC 15	10/08/2020	Submit Time Zero Report	Within 30 Days of Mitigation Construction Complete Date	
SC 16	10/08/2020	Submit Mitigation Monitoring Report 1	Within 1 year after Mitigation Construction Complete Date and then Annually for 5 years	
SC 16	10/08/2020	Submit Mitigation Monitoring Report 2	1 year after previous submission	
SC 16	10/08/2020	Submit Mitigation Monitoring Report 3	1 year after previous submission	
SC 16	10/08/2020	Submit Mitigation Monitoring Report 4	1 year after previous submission	
SC 16	10/08/2020	Submit Mitigation Monitoring Report 5	1 year after previous submission	

GC = General Condition

SC = Special Condition

## **Distribution List**

Jim Goldasich, JJ Goldasich and Associates  
Howard Jablon, AJ Hydro Engineering, Inc  
Robert Runcie, The School Board Of Broward County, Florida  
Audubon of Florida - Charles Lee  
City of Pembroke Pines  
Div of Recreation and Park - District 5  
US Army Corps of Engineers - Permit Section  
Broward County  
City Of Fort Lauderdale

## **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 200319-3060 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 SWM Plans](#)

[Exhibit No. 3.0 Mitigation Area](#)

[Exhibit No. 3.1 Mitigation and Monitoring Plan](#)

[Exhibit No. 3.2 Conservation Easement Document](#)

[Exhibit No. 3.3 Draft Letter of Credit](#)

[Exhibit No. 4.0 Draft HOA O&M Documents](#)

## **NOTICE OF RIGHTS**

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

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

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

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

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

### **FILING INSTRUCTIONS**

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

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

### **INITIATION OF ADMINISTRATIVE HEARING**

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

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

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

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

BCED REF#: BC #?

# MERRICK SQUARE

## CIVIL ENGINEERING PLANS

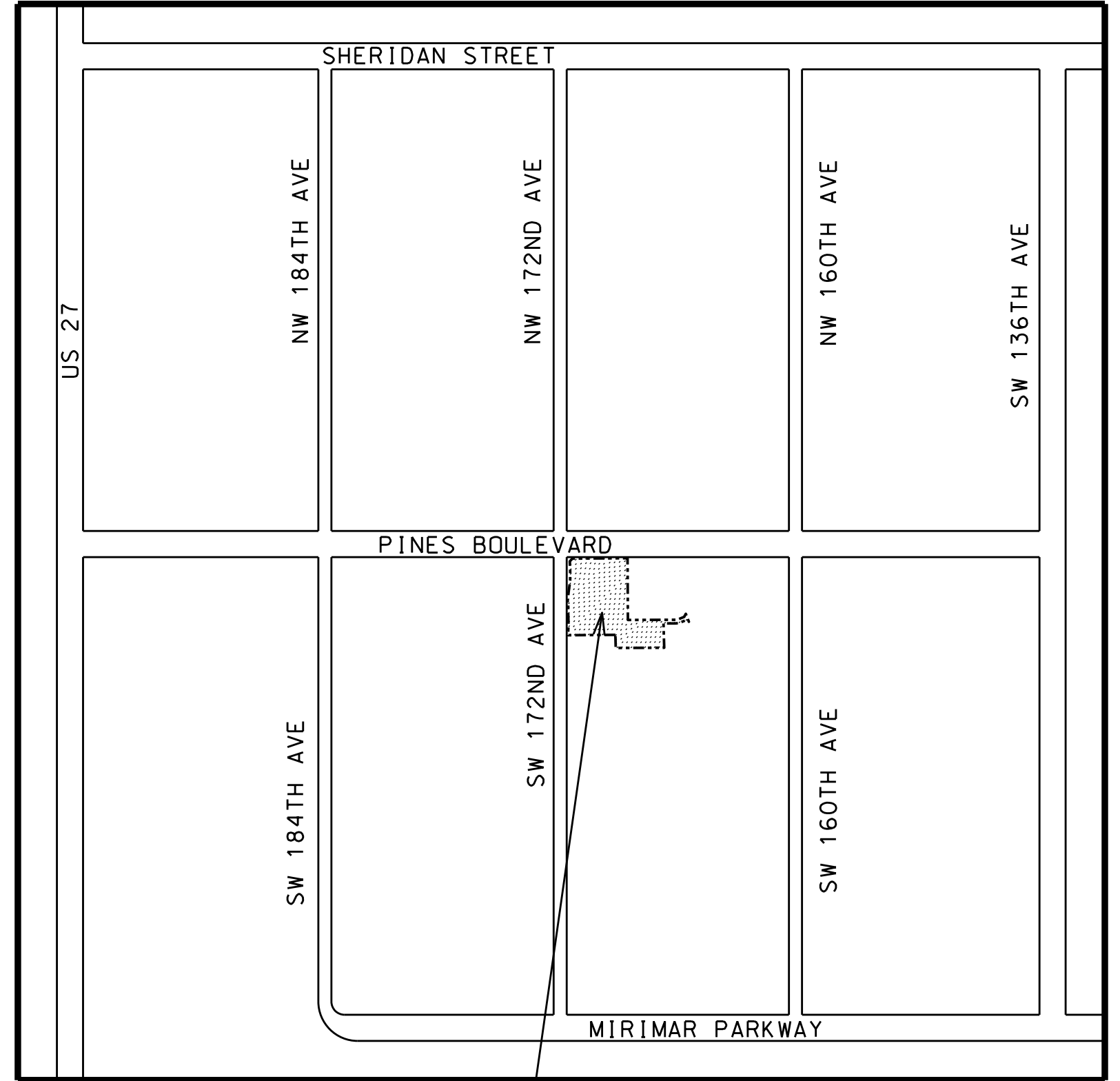
DEVELOPER

D. R. HORTON, INC  
6123 LYONS ROAD  
COCONUT CREEK, FL 33073  
(954) 949-3045

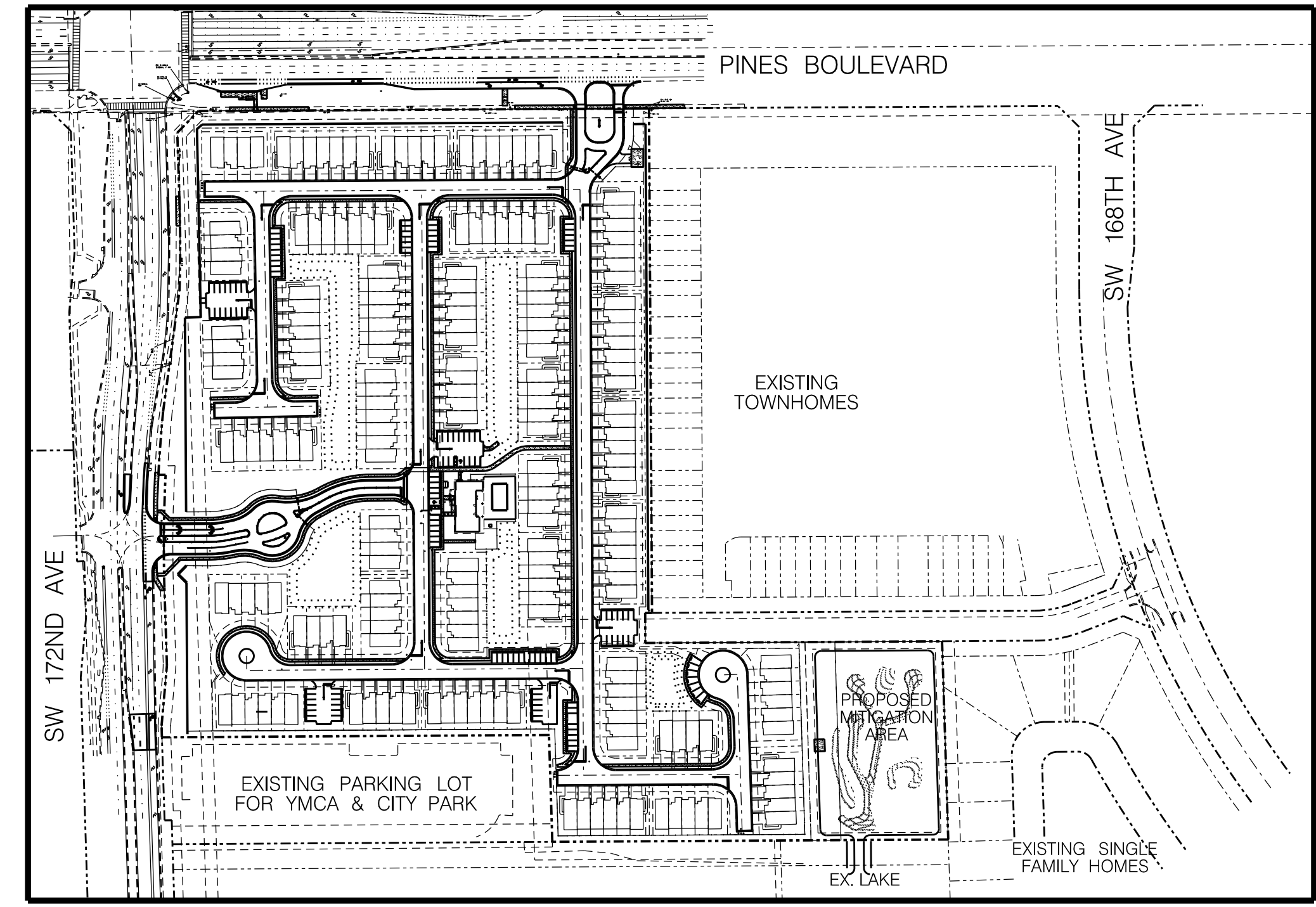
SHEET INDEX:

- C1. CIVIL ENGINEERING PLANS COVER SHEET
- PP1. STORMWATER POLLUTION PREVENTION PLAN
- PP2. STORMWATER POLLUTION PREVENTION DETAILS
- DE1. MASTER DEMOLITION PLAN & KEYMAP
- DE2-DE8: INDIVIDUAL DEMOLITION PLAN SHEETS
- PD1. KEYMAP & MASTER DRAINAGE PLAN
- PD2. PAVING, GRADING, & DRAINAGE PLAN (NORTHWEST)
- PD3. PAVING, GRADING, & DRAINAGE PLAN (NORTHEAST)
- PD4. PAVING, GRADING, & DRAINAGE PLAN (CENTERWEST)
- PD5. PAVING, GRADING, & DRAINAGE PLAN (CENTEREAST)
- PD6. PAVING, GRADING, & DRAINAGE PLAN (SOUTHWEST)
- PD7. PAVING, GRADING, & DRAINAGE PLAN (SOUTHEAST)
- PD8. PAVING, GRADING, & DRAINAGE PLAN (EAST TO SW 168TH AVE)
- PD9. PAVEMENT MARKINGS & CURB LOCATION PLAN (NORTHWEST)
- PD10. PAVEMENT MARKINGS & CURB LOCATION PLAN (NORTHEAST)
- PD11. PAVEMENT MARKINGS & CURB LOCATION PLAN (CENTERWEST)
- PD12. PAVEMENT MARKINGS & CURB LOCATION PLAN (CENTEREAST)
- PD13. PAVEMENT MARKINGS & CURB LOCATION PLAN (SOUTHWEST)
- PD14. PAVEMENT MARKINGS & CURB LOCATION PLAN (SOUTHEAST)
- PD15. PAVING & GRADING CROSS SECTIONS
- PD16. PAVING & GRADING CROSS SECTIONS
- PD17. PAVING & GRADING CROSS SECTIONS
- PD18. PAVING, GRADING, & DRAINAGE DETAILS
- PD19. PAVING, GRADING, & DRAINAGE DETAILS
- PD20. PAVING, GRADING, & DRAINAGE DETAILS
- PD21. PAVING, GRADING, & DRAINAGE DETAILS & NOTES
- PD22. SOUTH BROWARD DRAINAGE DISTRICT STANDARD DETAILS & NOTES
- PD23. MITIGATION AREA CONNECTION SWALE TO EXISTING LAKE
- PD24. MITIGATION AREA CROSS SECTIONS
- PC1. PLAT CONDITIONS FOR SW 172ND AVE & PINES BOULEVARD
- PB1. PINES BOULEVARD RTL & BUS PULLOUT PAVING, GRADING, & DRAINAGE PLANS
- PB2. PINES BOULEVARD RTL & BUS PULLOUT PAVING, GRADING, & DRAINAGE PLANS
- PB3. PINES BOULEVARD RTL & BUS PULLOUT PAVEMENT MARKINGS PLAN
- PB4. PINES BOULEVARD RTL & BUS PULLOUT PAVEMENT MARKINGS PLAN
- PB5. PINES BOULEVARD RTL & BUS PULLOUT CROSS SECTIONS
- PB6. PINES BOULEVARD RTL & BUS PULLOUT DETAILS & NOTES
- OSW1. SW 172ND AVENUE IMPROVEMENTS PAVING, GRADING, & DRAINAGE PLANS
- OSW2. SW 172ND AVENUE IMPROVEMENTS PAVING, GRADING, & DRAINAGE PLANS
- OSW3. SW 172ND AVENUE IMPROVEMENTS PAVEMENT MARKINGS PLANS
- OSW4. SW 172ND AVENUE IMPROVEMENTS PAVEMENT MARKINGS PLANS
- OSW5. SW 172ND AVENUE IMPROVEMENTS CROSS SECTIONS
- OSW6. SW 172ND AVENUE IMPROVEMENTS DETAILS & NOTES
- BCTD1. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION DETAILS
- WS1. WATER & SEWER KEYMAP
- WS2. WATER & SEWER PLAN (NORTHWEST)
- WS3. WATER & SEWER PLAN (NORTHEAST)
- WS4. WATER & SEWER PLAN (CENTERWEST)
- WS5. WATER & SEWER PLAN (CENTEREAST)
- WS6. WATER & SEWER PLAN (SOUTHWEST)
- WS7. WATER & SEWER PLAN (SOUTHEAST)
- WS8. SANITARY SEWER PROFILES
- WS9. SANITARY SEWER PROFILES
- WS10. GENERAL WATER & SEWER DETAILS
- WS11. WATER DISTRIBUTION SYSTEM DETAILS
- WS12. SANITARY SEWER SYSTEM DETAILS
- WS13. CITY OF PEMBROKE PINES SPECIFICATIONS #1
- WS14. CITY OF PEMBROKE PINES SPECIFICATIONS #2
- WS15. LIFT STATION DETAILS
- WS16. LIFT STATION SITE PLAN

(S 17, T 51S, R 40E)



THIS SITE  
LOCATION MAP  
NOT TO SCALE



MERRICK SQUARE  
NOT TO SCALE

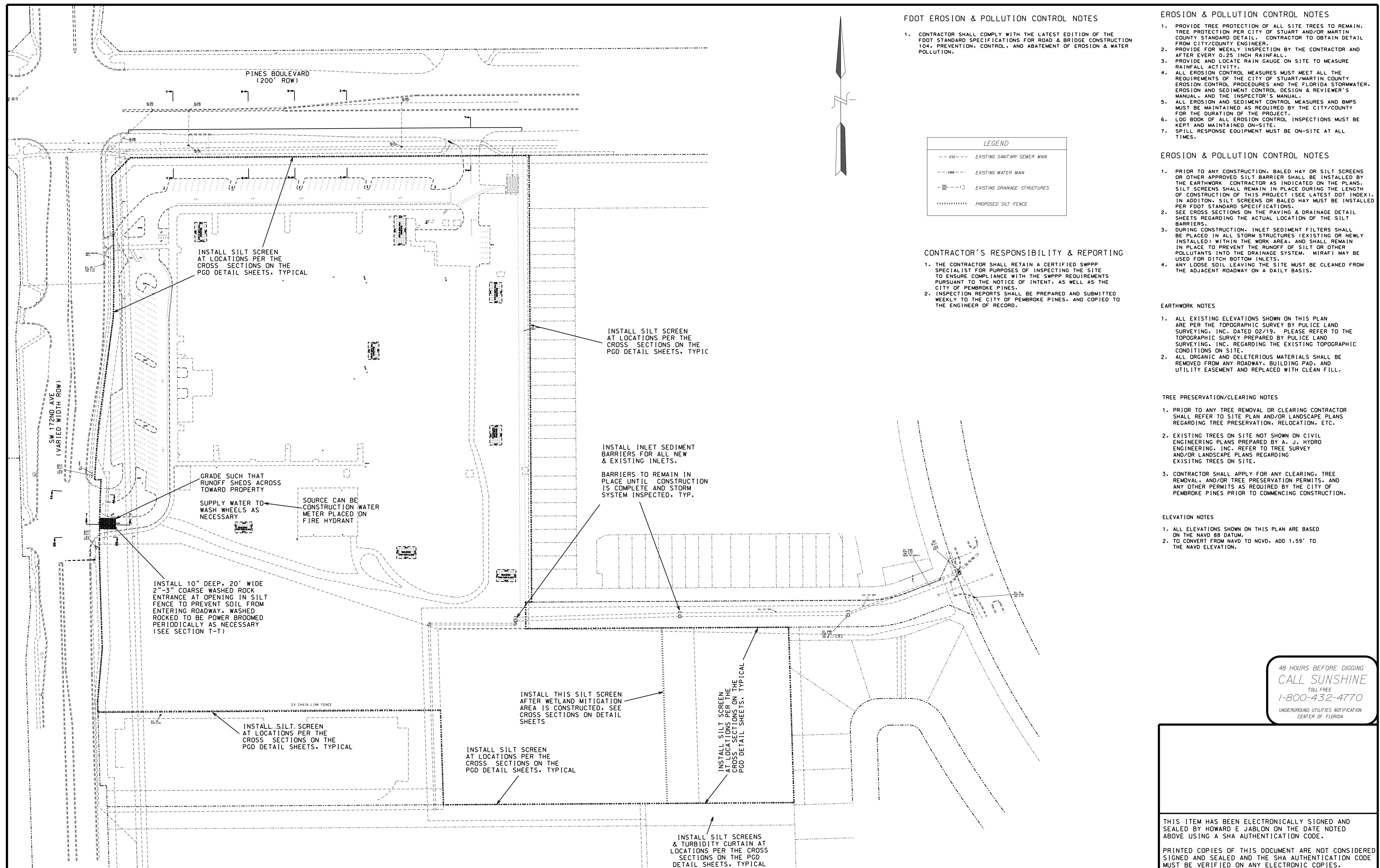
ELEVATION NOTES  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SCALE: NA	DATE	COMMENTS	DATE	COMMENTS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	05-01-20	UPDATE PLANS PER SITE PLAN DRC #1			MERRICK SQUARE	CIVIL ENGINEERING PLANS COVER SHEET	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: LJ	06/01/20	UPDATE PSD PER FINAL SWM & STORM SEWER CALCULATIONS						DRAWING NO. 18-0150
APPROVED BY: HEJ	07/01/20	MINOR GRADING REVISIONS PER CITY ENG FOR SP RAI #2						SHEET NO. C1 OF 1
	08/05/20	UPDATE PSD PER FINAL SWM & IMPAIRED BASIN						
	09/01/20	ADD MITIGATION AREA CROSS SECTIONS						
AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET								

MERRICK SQUARE

18-0150 MERRICK SQUARE CIVIL ENGINEERING



**FOOT EROSION & POLLUTION CONTROL NOTES**

- CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION 104, PREVENTION, CONTROL, AND ABATEMENT OF EROSION & WATER POLLUTION.

LEGEND	
---	EXISTING SANITARY SEWER MAIN
---	EXISTING WATER MAIN
---	EXISTING DRAINAGE STRUCTURES
.....	PROPOSED SILT FENCE

**CONTRACTOR'S RESPONSIBILITY & REPORTING**

- THE CONTRACTOR SHALL RETAIN A CERTIFIED SWPPP SPECIALIST FOR PURPOSES OF INSPECTING THE SITE TO ENSURE COMPLIANCE WITH THE SWPPP REQUIREMENTS PURSUANT TO THE NOTICE OF INTENT, AS WELL AS THE CITY OF PEMBROKE PINES.
- INSPECTION REPORTS SHALL BE PREPARED AND SUBMITTED WEEKLY TO THE CITY OF PEMBROKE PINES, AND COPIED TO THE ENGINEER OF RECORD.

**EROSION & POLLUTION CONTROL NOTES**

- PROVIDE TREE PROTECTION OF ALL SITE TREES TO REMAIN. TREE PROTECTION PER CITY OF STUART AND/OR MARTIN COUNTY STANDARD DETAIL. CONTRACTOR TO OBTAIN DETAIL FROM CITY/COUNTY ENGINEER.
- PROVIDE FOR WEEKLY INSPECTION BY THE CONTRACTOR AND AFTER EVERY 0.25 INCH RAINFALL.
- PROVIDE AND LOCATE RAIN GAUGE ON SITE TO MEASURE RAINFALL ACTIVITY.
- ALL EROSION CONTROL MEASURES MUST MEET ALL THE REQUIREMENTS OF THE CITY OF STUART/MARTIN COUNTY EROSION CONTROL PROCEDURES AND THE FLORIDA STORMWATER, EROSION AND SEDIMENT CONTROL DESIGN & REVIEWER'S MANUAL, AND THE INSPECTOR'S MANUAL.
- ALL EROSION AND SEDIMENT CONTROL MEASURES AND BMPs MUST BE MAINTAINED AS REQUIRED BY THE CITY/COUNTY FOR THE DURATION OF THE PROJECT.
- LOG BOOK OF ALL EROSION CONTROL INSPECTIONS MUST BE KEPT AND MAINTAINED ON-SITE.
- SPILL RESPONSE EQUIPMENT MUST BE ON-SITE AT ALL TIMES.

**EROSION & POLLUTION CONTROL NOTES**

- PRIOR TO ANY CONSTRUCTION, BALED HAY OR SILT SCREENS OR OTHER APPROVED SILT BARRIER SHALL BE INSTALLED BY THE EARTHWORK CONTRACTOR AS INDICATED ON THE PLANS. SILT SCREENS SHALL REMAIN IN PLACE DURING THE LENGTH OF CONSTRUCTION OF THIS PROJECT (SEE LATEST DOT INDEX). IN ADDITION, SILT SCREENS OR BALED HAY MUST BE INSTALLED PER FOOT STANDARD SPECIFICATIONS.
- SEE CROSS SECTIONS ON THE PAVING & DRAINAGE DETAIL SHEETS REGARDING THE ACTUAL LOCATION OF THE SILT BARRIERS.
- DURING CONSTRUCTION, INLET SEDIMENT FILTERS SHALL BE PLACED IN ALL STORM STRUCTURES (EXISTING OR NEWLY INSTALLED) WITHIN THE WORK AREA, AND SHALL REMAIN IN PLACE TO PREVENT THE RUNOFF OF SILT OR OTHER POLLUTANTS INTO THE DRAINAGE SYSTEM. MIRAFI MAY BE USED FOR DITCH BOTTOM INLETS.
- ANY LOOSE SOIL LEAVING THE SITE MUST BE CLEANED FROM THE ADJACENT ROADWAY ON A DAILY BASIS.

**EARTHWORK NOTES**

- ALL EXISTING ELEVATIONS SHOWN ON THIS PLAN ARE PER THE TOPOGRAPHIC SURVEY BY PULICE LAND SURVEYING, INC. DATED 02/19. PLEASE REFER TO THE TOPOGRAPHIC SURVEY PREPARED BY PULICE LAND SURVEYING, INC. REGARDING THE EXISTING TOPOGRAPHIC CONDITIONS ON SITE.
- ALL ORGANIC AND DELETERIOUS MATERIALS SHALL BE REMOVED FROM ANY ROADWAY, BUILDING PAD, AND UTILITY EASEMENT AND REPLACED WITH CLEAN FILL.

**TREE PRESERVATION/CLEARING NOTES**

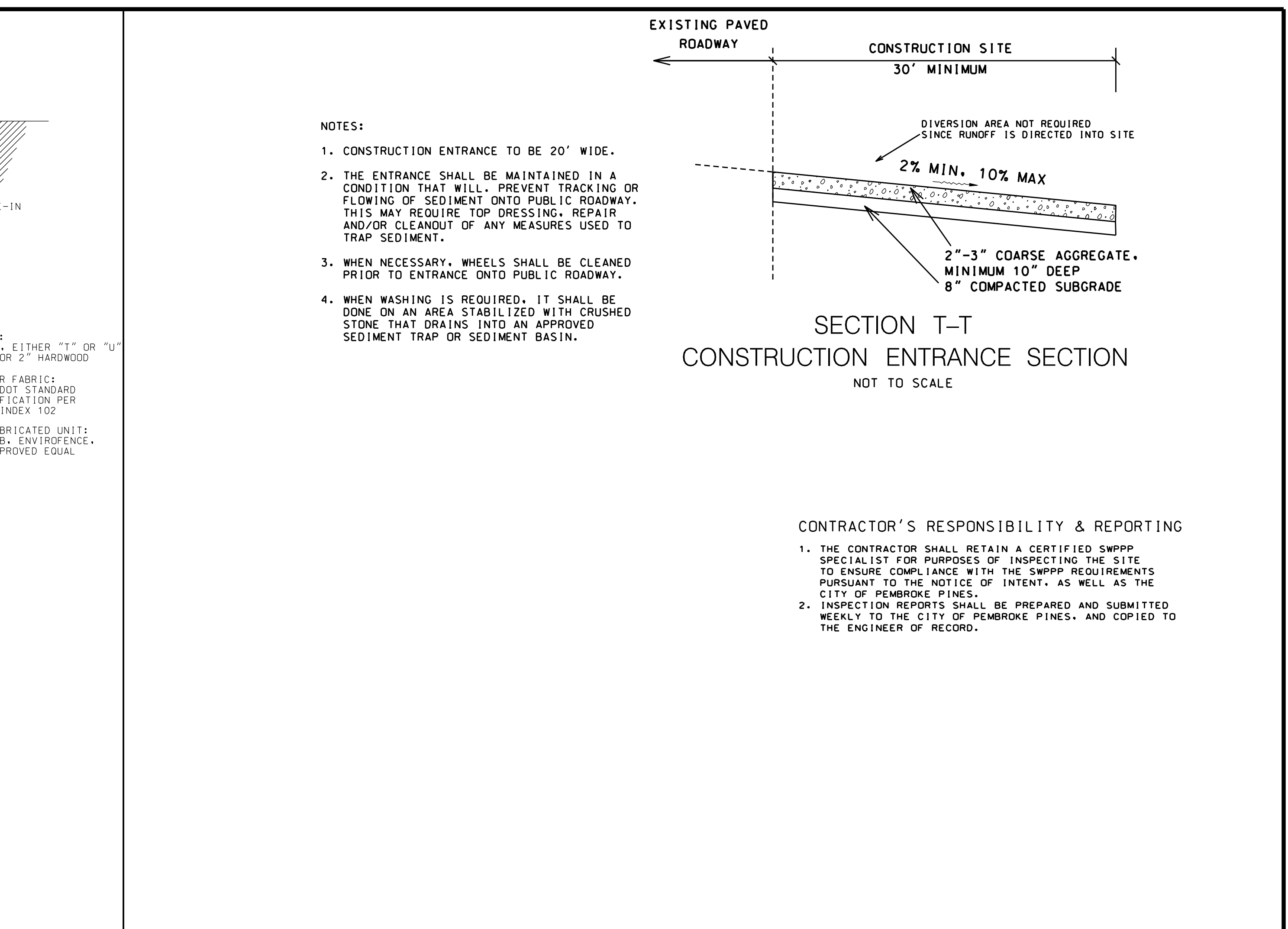
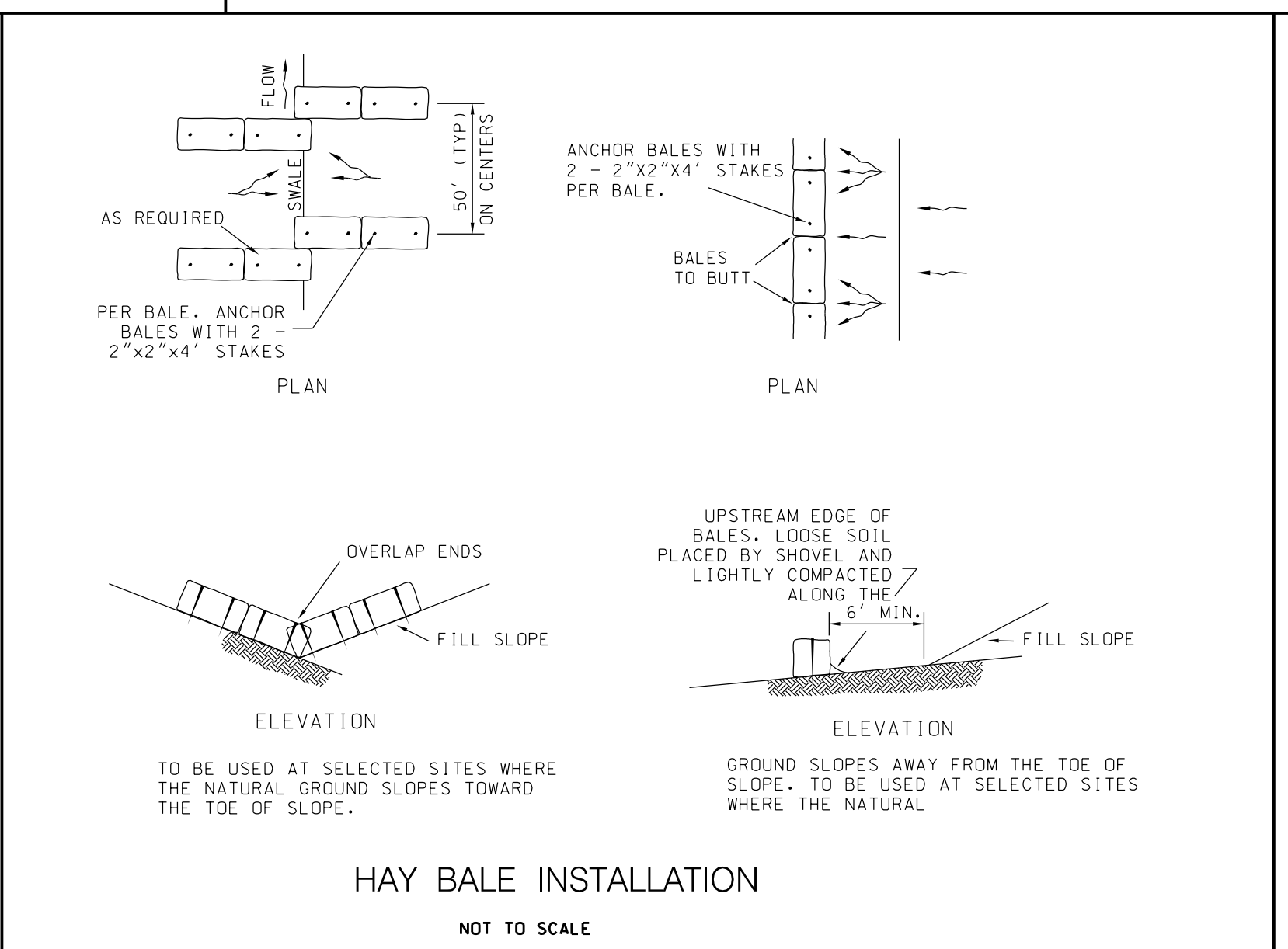
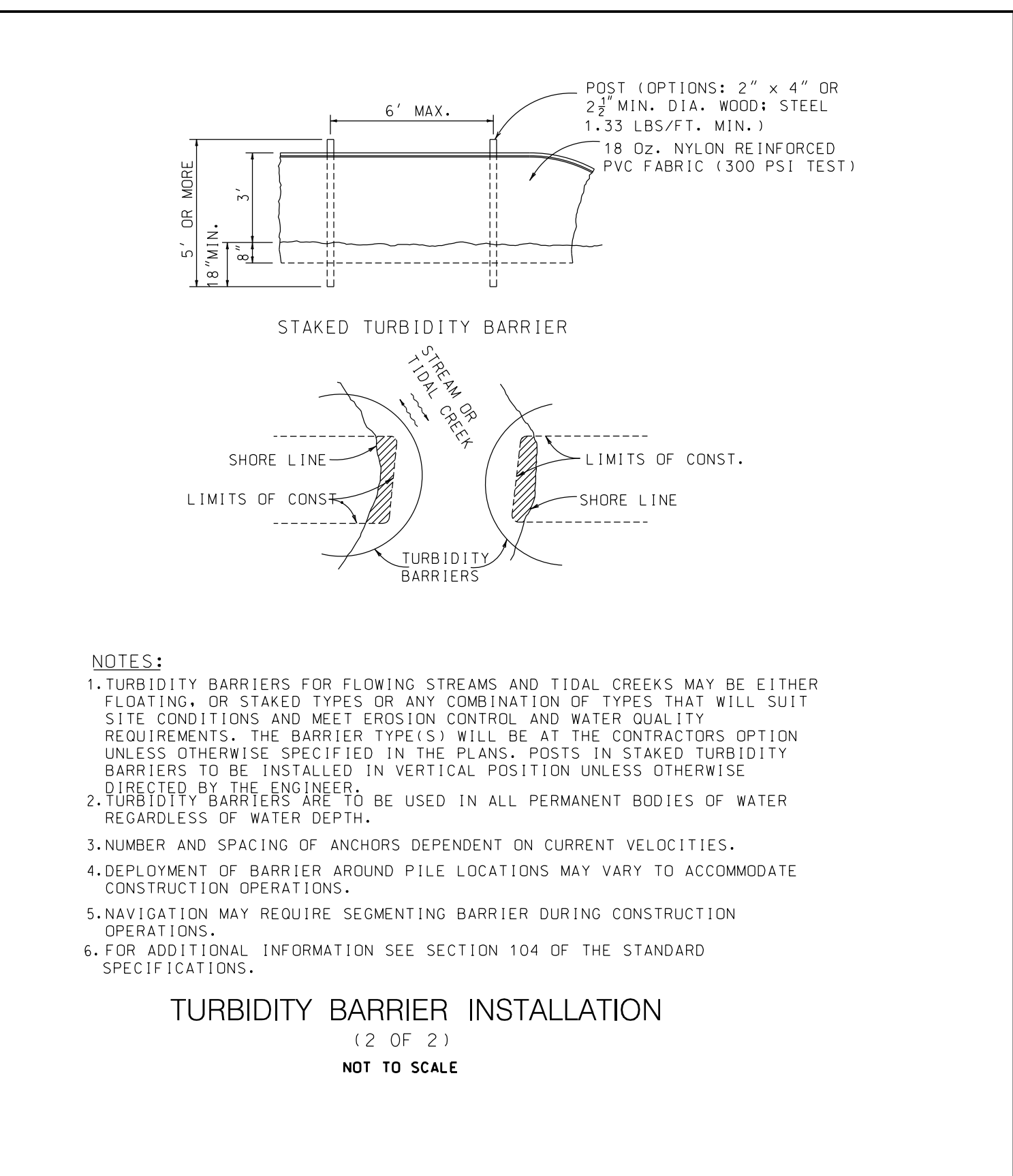
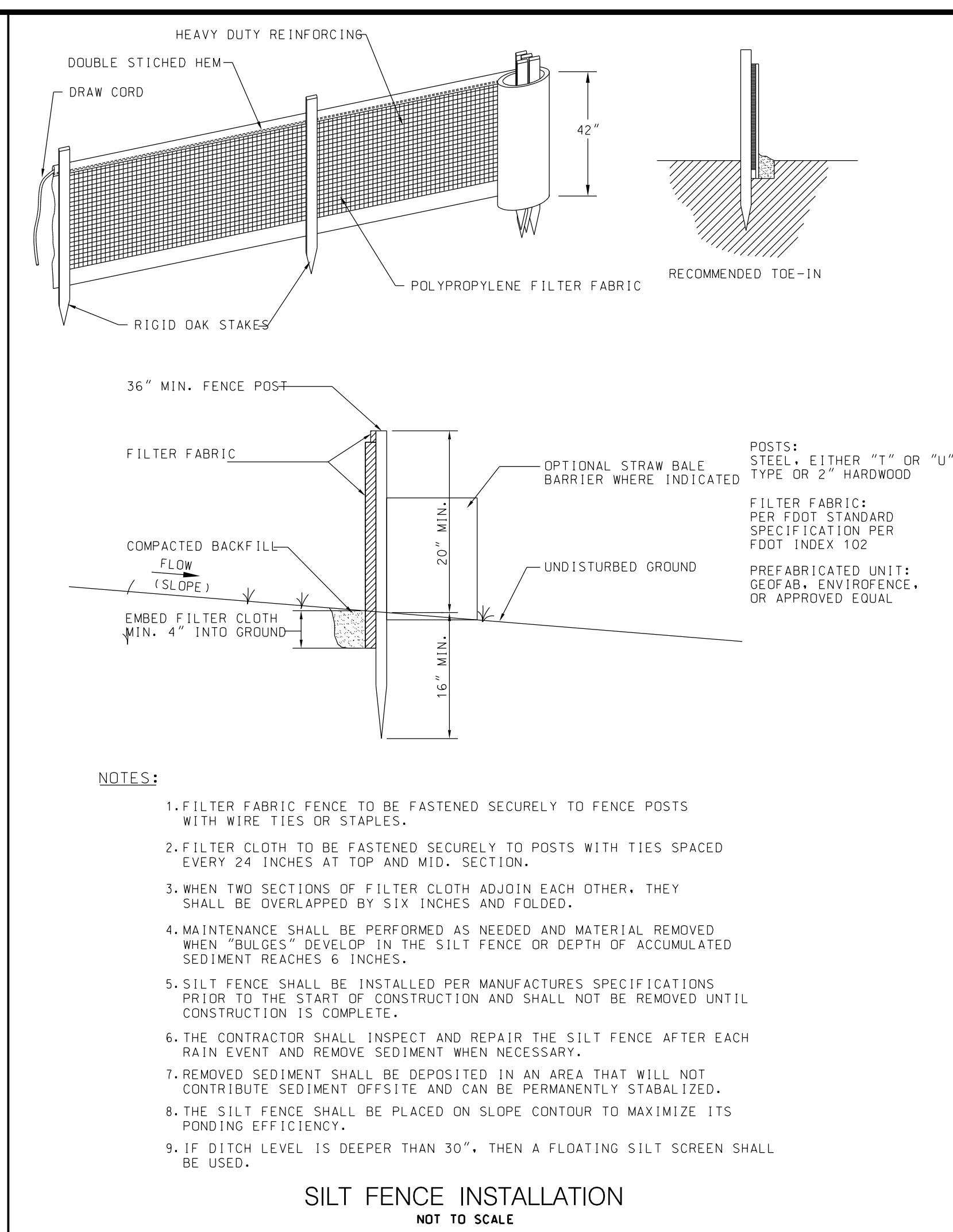
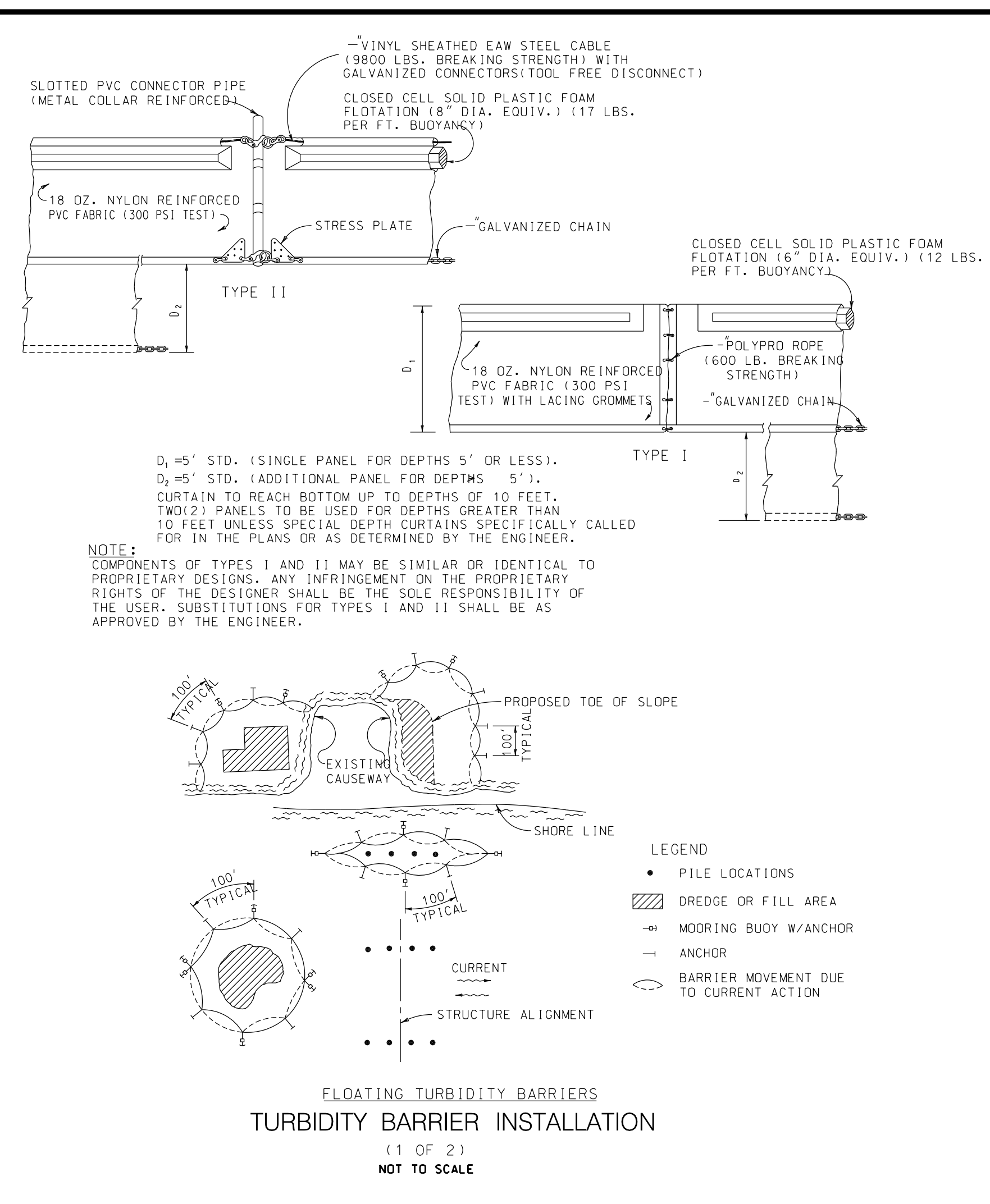
- PRIOR TO ANY TREE REMOVAL OR CLEARING CONTRACTOR SHALL REFER TO SITE PLAN AND/OR LANDSCAPE PLANS REGARDING TREE PRESERVATION, RELOCATION, ETC.
- EXISTING TREES ON SITE NOT SHOWN ON CIVIL ENGINEERING PLANS PREPARED BY A. J. HYDRO ENGINEERING, INC. REFER TO TREE SURVEY AND/OR LANDSCAPE PLANS REGARDING EXISTING TREES ON SITE.
- CONTRACTOR SHALL APPLY FOR ANY CLEARING, TREE REMOVAL, AND/OR TREE PRESERVATION PERMITS, AND ANY OTHER PERMITS AS REQUIRED BY THE CITY OF PEMBROKE PINES PRIOR TO COMMENCING CONSTRUCTION.

**ELEVATION NOTES**

- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

SCALE: 1" = 80'	REVISIONS	REVISIONS	PROJECT:  <b>MERRICK SQUARE</b>	TITLE:	SEAL:	DATE:	
DRAWN BY: HEJ	DATE	COMMENTS		DATE: 01/15/20 DRAWING NO. 18-0150 SHEET NO. PP1 OF 2	<b>STORMWATER POLLUTION PREVENTION PLAN</b>	HOWARD JABLON, PE #47514	DATE: 01/15/20 DRAWING NO. 18-0150 SHEET NO. PP1 OF 2
CHECKED BY: LJ	05-01-20	UPDATE NOTES, ADD LEGEND PER DRC ENG RA1 #1		PROJECT: AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.  PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.		





SCALE: NA	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	05-01-20	UPDATE PER ORC ENGINEERING RAI #1		
CHECKED BY: JJ				
APPROVED BY: HEJ				

AJ HYDRO ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
**STORMWATER POLLUTION PREVENTION DETAILS**

SEAL:  
HOWARD JABLON, PE #47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

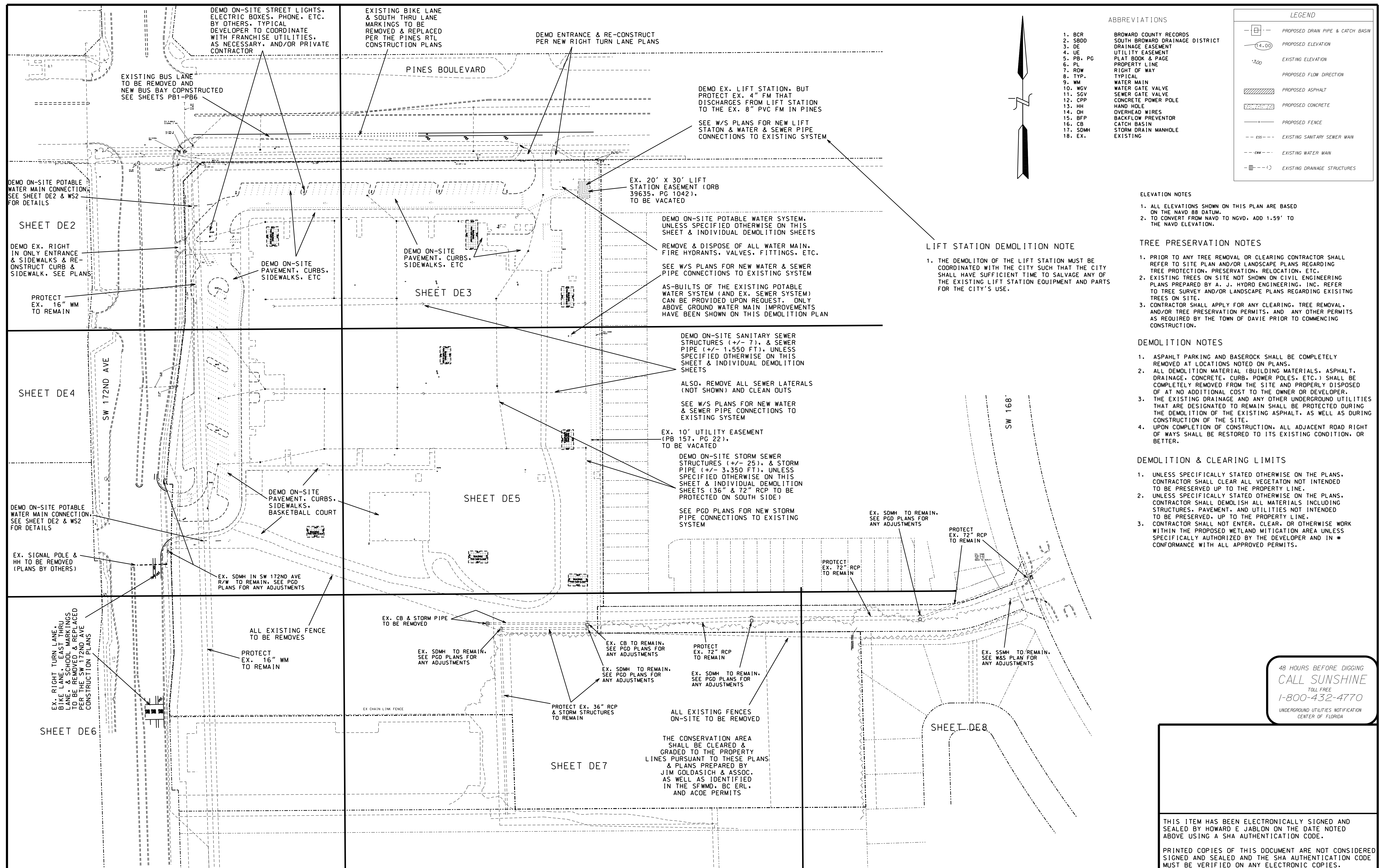
SHEET NO.  
PP2 OF 2

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E. JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

ELEVATION NOTES  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.



- ABBREVIATIONS**
- 1. BCR
  - 2. SBDD
  - 3. DE
  - 4. UE
  - 5. PB, PG
  - 6. PL
  - 7. RDW
  - 8. TYP.
  - 9. WM
  - 10. WGV
  - 11. SGV
  - 12. CPP
  - 13. HH
  - 14. OH
  - 15. BFP
  - 16. CB
  - 17. SDMH
  - 18. EX.
- BROWARD COUNTY RECORDS**  
SOUTH BROWARD DRAINAGE DISTRICT  
DRAINAGE EASEMENT  
UTILITY EASEMENT  
PLAT BOOK & PAGE  
PROPERTY LINE  
RIGHT OF WAY  
TYPICAL  
WATER MAIN  
WATER GATE VALVE  
SEWER GATE VALVE  
CONCRETE POWER POLE  
HAND HOLE  
OVERHEAD WIRES  
BACKFLOW PREVENTOR  
CATCH BASIN  
STORM DRAIN MANHOLE  
EXISTING
- LEGEND**
- (4.00) — PROPOSED ELEVATION
  - (3.00) — EXISTING ELEVATION
  - PROPOSED FLOW DIRECTION
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE
  - PROPOSED FENCE
  - EXS — EXISTING SANITARY SEWER MAIN
  - EXW — EXISTING WATER MAIN
  - ( ) — EXISTING DRAINAGE STRUCTURES

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 80'	12-15-19	UPDATED PER FINAL SSM CALCULATIONS		
	05-01-20	UPDATED PER DRG ENGINEERING RAI #1		
DRAWN BY: HEJ				
CHECKED BY: JJJ				
APPROVED BY: HEJ				

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

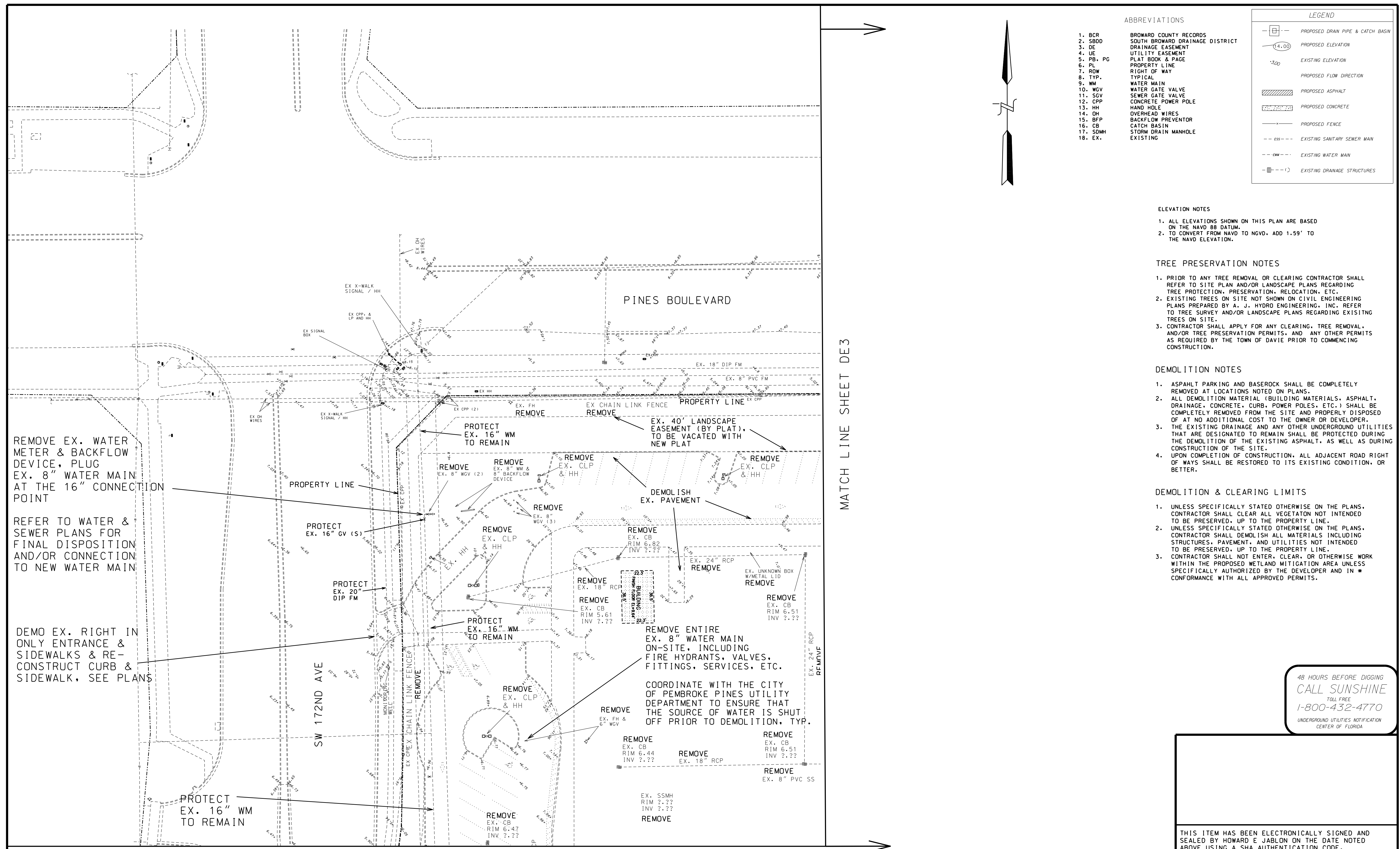
TITLE:  
**MASTER DEMOLITION PLAN & KEYMAP**

SEAL:  
HOWARD JABLON, PE  
#47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
DE1 OF 8



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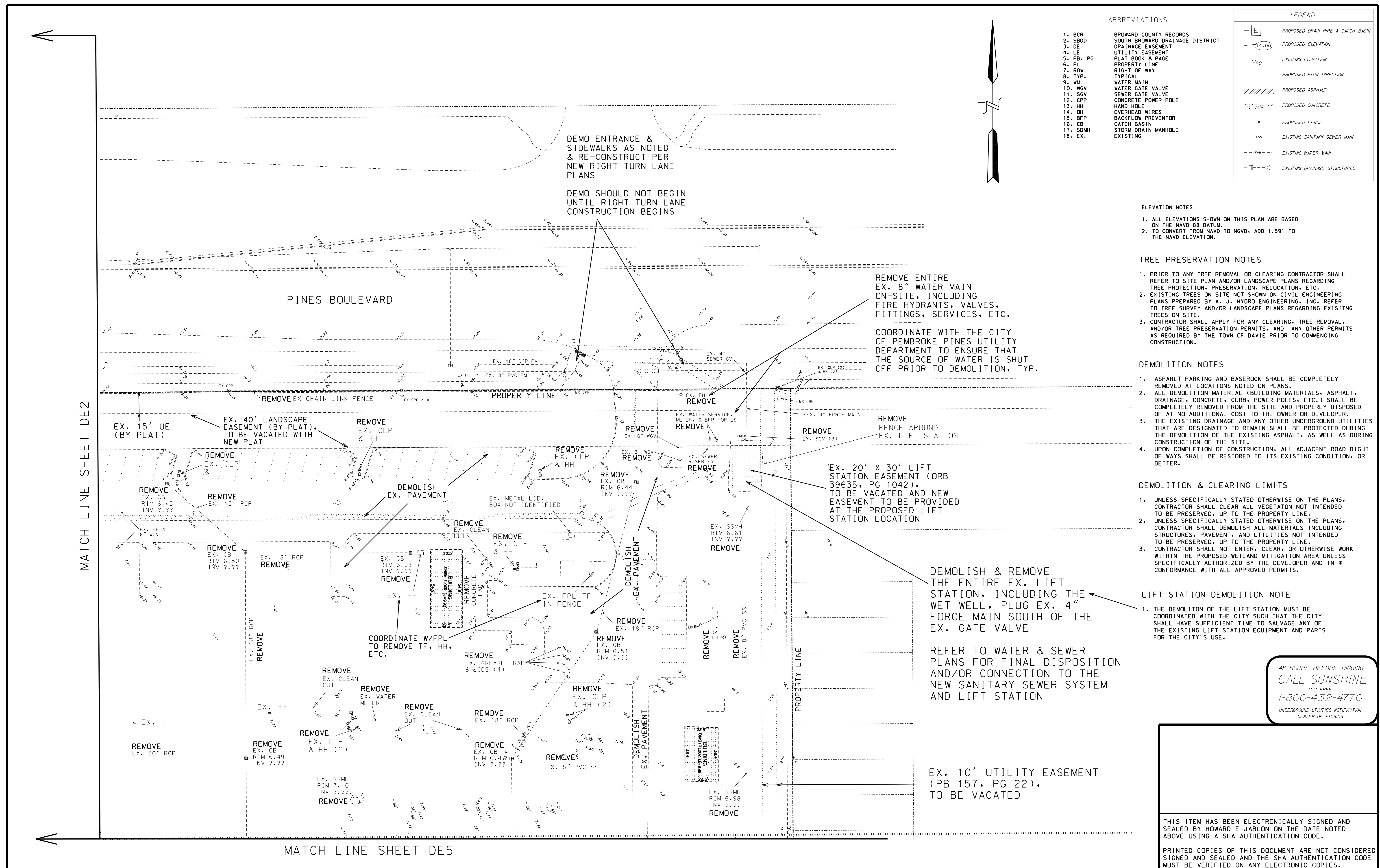
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DRAWN BY: HEJ						MERRICK SQUARE	DEMOLITION PLAN (NORTHWEST)	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: LJ									18-0150
APPROVED BY: HEJ									SHEET NO. DE2 OF 8
AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET									



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**LIFT STATION DEMOLITION NOTE**

- THE DEMOLITION OF THE LIFT STATION MUST BE COORDINATED WITH THE CITY SUCH THAT THE CITY SHALL HAVE SUFFICIENT TIME TO SALVAGE ANY OF THE EXISTING LIFT STATION EQUIPMENT AND PARTS FOR THE CITY'S USE.

DEMOLISH & REMOVE THE ENTIRE EX. LIFT STATION, INCLUDING THE WET WELL, PLUG EX. 4" FORCE MAIN SOUTH OF THE EX. GATE VALVE

REFER TO WATER & SEWER PLANS FOR FINAL DISPOSITION AND/OR CONNECTION TO THE NEW SANITARY SEWER SYSTEM AND LIFT STATION

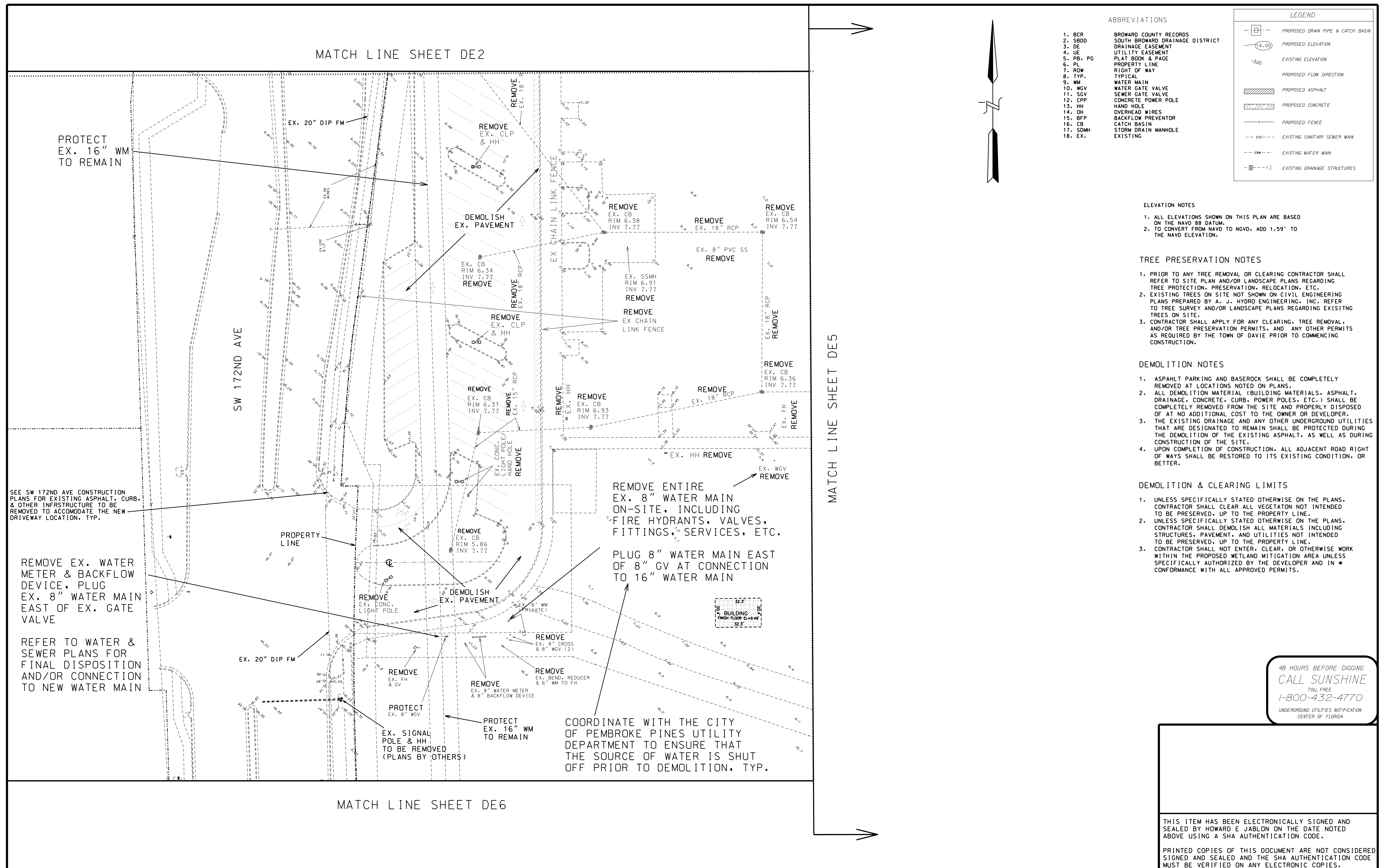
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SCALE: 1" = 30'	REVISIONS	REVISIONS	PROJECT: <b>MERRICK SQUARE</b>	TITLE: <b>DEMOLITION PLAN (NORTHEAST)</b>	SEAL: HOWARD JABLON, PE #47514	DATE: 01/15/20
DRAWN BY: HEJ	DATE	COMMENTS		DRAWING NO. 18-0150	SHEET NO. DE3 OF 8	
CHECKED BY: LJ	DATE	COMMENTS				
APPROVED BY: HEJ	DATE	COMMENTS				
AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET		PROJECT:		DATE:		



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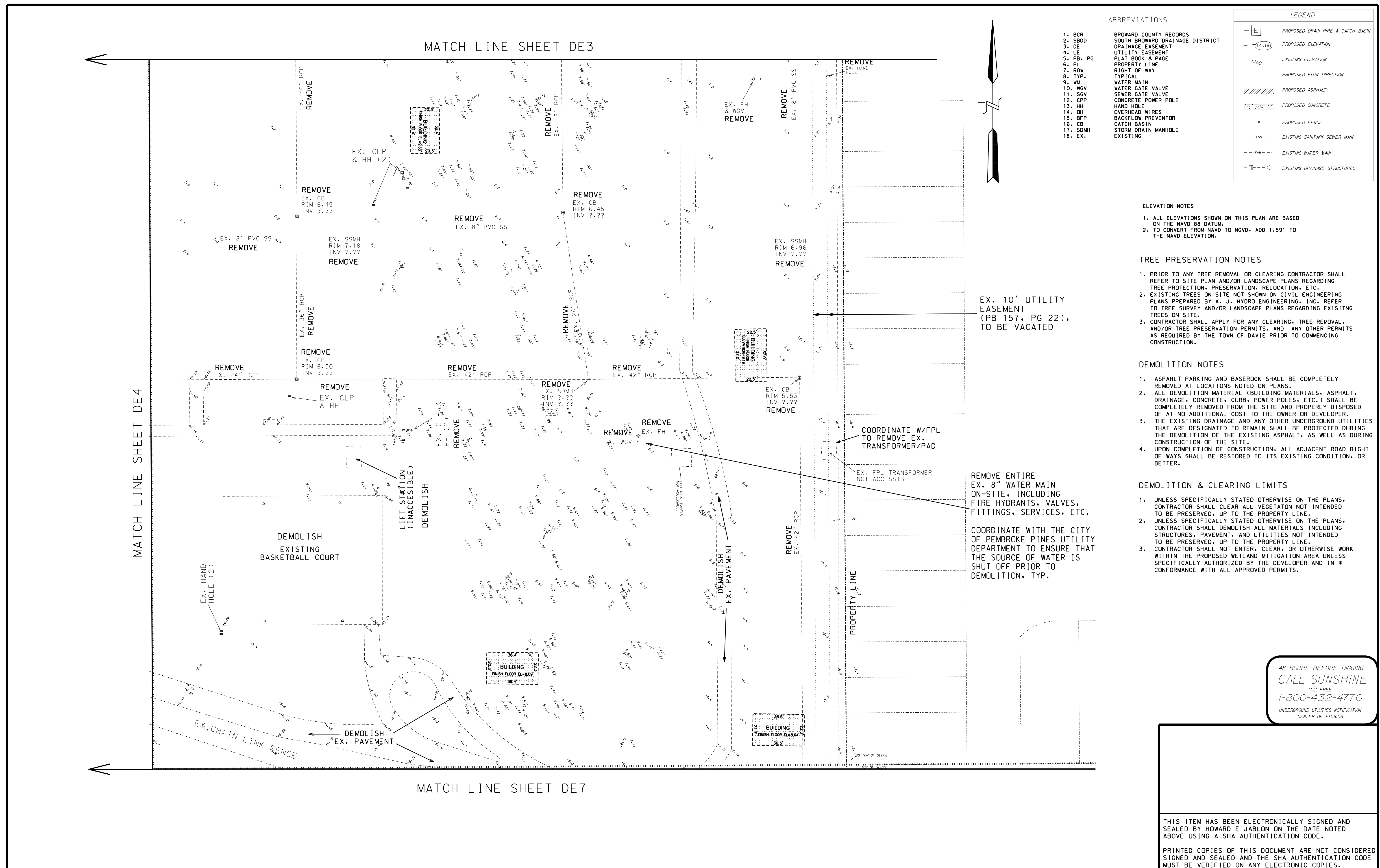
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DRAWN BY: HEJ	05-01-20	UPDATE PER ORC ENGINEERING RAI #1			<b>MERRICK SQUARE</b> 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	<b>DEMOLITION PLAN</b> <b>(CENTERWEST)</b>	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJ				DRAWING NO.				18-0150
APPROVED BY: HEJ				SHEET NO.				DE 4 OF 8



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COORDINATE W/FPL TO REMOVE EX. TRANSFORMER/PAD

REMOVE ENTIRE EX. 8" WATER MAIN ON-SITE, INCLUDING FIRE HYDRANTS, VALVES, FITTINGS, SERVICES, ETC.

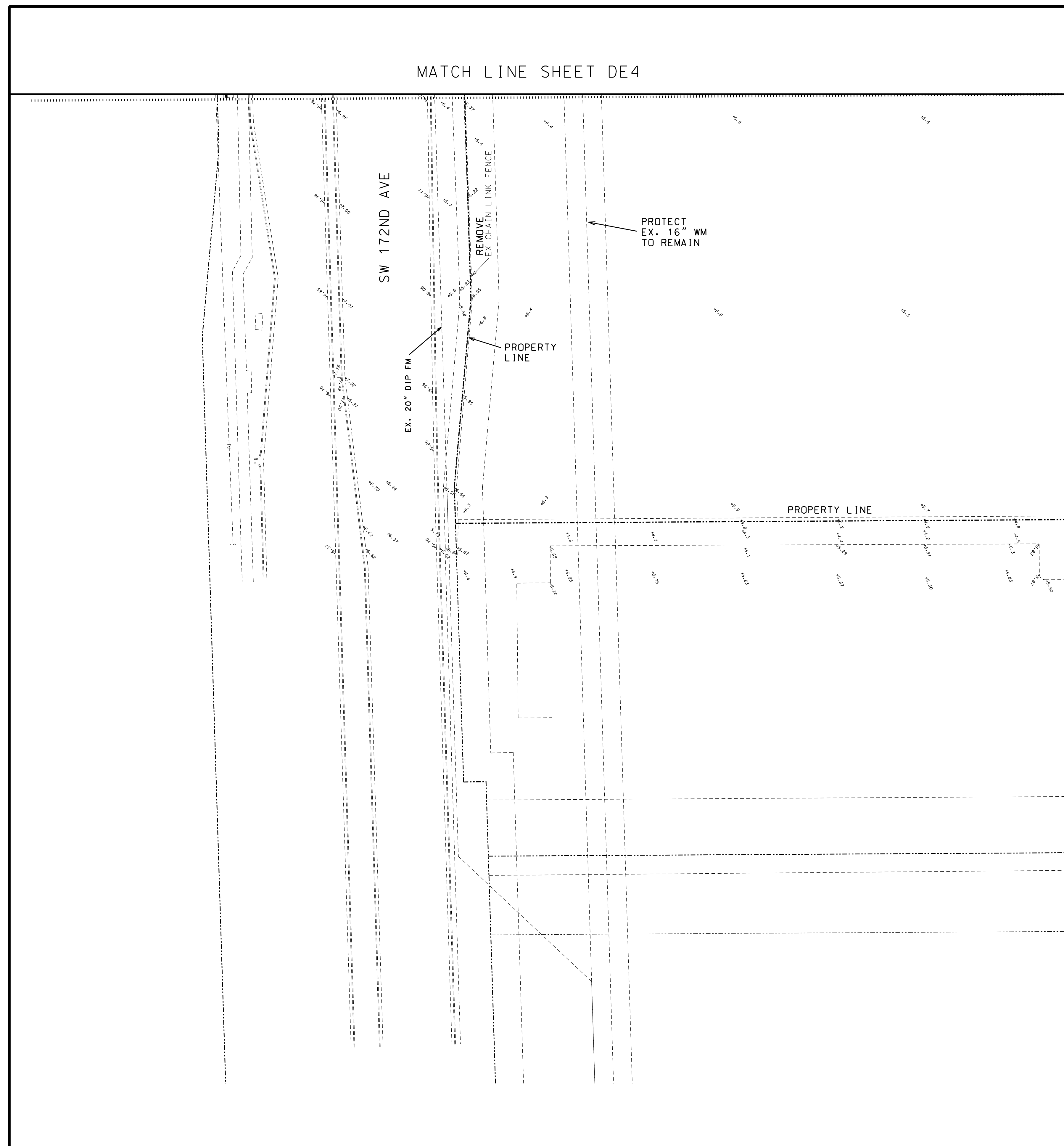
COORDINATE WITH THE CITY OF PEMBROKE PINES UTILITY DEPARTMENT TO ENSURE THAT THE SOURCE OF WATER IS SHUT OFF PRIOR TO DEMOLITION, TYP.

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CHECKED BY: LJ					18-0150				
APPROVED BY: HEJ					SHEET NO. DE5 OF 8				



MATCH LINE SHEET DE4

MATCH LINE SHEET DE7

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14. OH OVERHEAD WIRES
15. BFP BACKFLOW PREVENTOR
16. CB CATCH BASIN
17. SDMH STORM DRAIN MANHOLE
18. EX. EXISTING

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

**ELEVATION NOTES**

1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

**TREE PRESERVATION NOTES**

1. PRIOR TO ANY TREE REMOVAL OR CLEARING CONTRACTOR SHALL REFER TO SITE PLAN AND/OR LANDSCAPE PLANS REGARDING TREE PROTECTION, PRESERVATION, RELOCATION, ETC.
2. EXISTING TREES ON SITE NOT SHOWN ON CIVIL ENGINEERING PLANS PREPARED BY A. J. HYDRO ENGINEERING, INC. REFER TO TREE SURVEY AND/OR LANDSCAPE PLANS REGARDING EXISTING TREES ON SITE.
3. CONTRACTOR SHALL APPLY FOR ANY CLEARING, TREE REMOVAL, AND/OR TREE PRESERVATION PERMITS, AND ANY OTHER PERMITS AS REQUIRED BY THE TOWN OF DAVIE PRIOR TO COMMENCING CONSTRUCTION.

**DEMOLITION NOTES**

1. ASPHALT PARKING AND BASEROCK SHALL BE COMPLETELY REMOVED AT LOCATIONS NOTED ON PLANS.
2. ALL DEMOLITION MATERIAL (BUILDING MATERIALS, ASPHALT, DRAINAGE, CONCRETE, CURB, POWER POLES, ETC.) SHALL BE COMPLETELY REMOVED FROM THE SITE AND PROPERLY DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER OR DEVELOPER.
3. THE EXISTING DRAINAGE AND ANY OTHER UNDERGROUND UTILITIES THAT ARE DESIGNATED TO REMAIN SHALL BE PROTECTED DURING THE DEMOLITION OF THE EXISTING ASPHALT, AS WELL AS DURING CONSTRUCTION OF THE SITE.
4. UPON COMPLETION OF CONSTRUCTION, ALL ADJACENT ROAD RIGHT OF WAYS SHALL BE RESTORED TO ITS EXISTING CONDITION, OR BETTER.

**DEMOLITION & CLEARING LIMITS**

1. UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS, CONTRACTOR SHALL CLEAR ALL VEGETATION NOT INTENDED TO BE PRESERVED, UP TO THE PROPERTY LINE.
2. UNLESS SPECIFICALLY STATED OTHERWISE ON THE PLANS, CONTRACTOR SHALL DEMOLISH ALL MATERIALS INCLUDING STRUCTURES, PAVEMENT, AND UTILITIES NOT INTENDED TO BE PRESERVED, UP TO THE PROPERTY LINE.
3. CONTRACTOR SHALL NOT ENTER, CLEAR, OR OTHERWISE WORK WITHIN THE PROPOSED WETLAND MITIGATION AREA UNLESS SPECIFICALLY AUTHORIZED BY THE DEVELOPER AND IN \* CONFORMANCE WITH ALL APPROVED PERMITS.

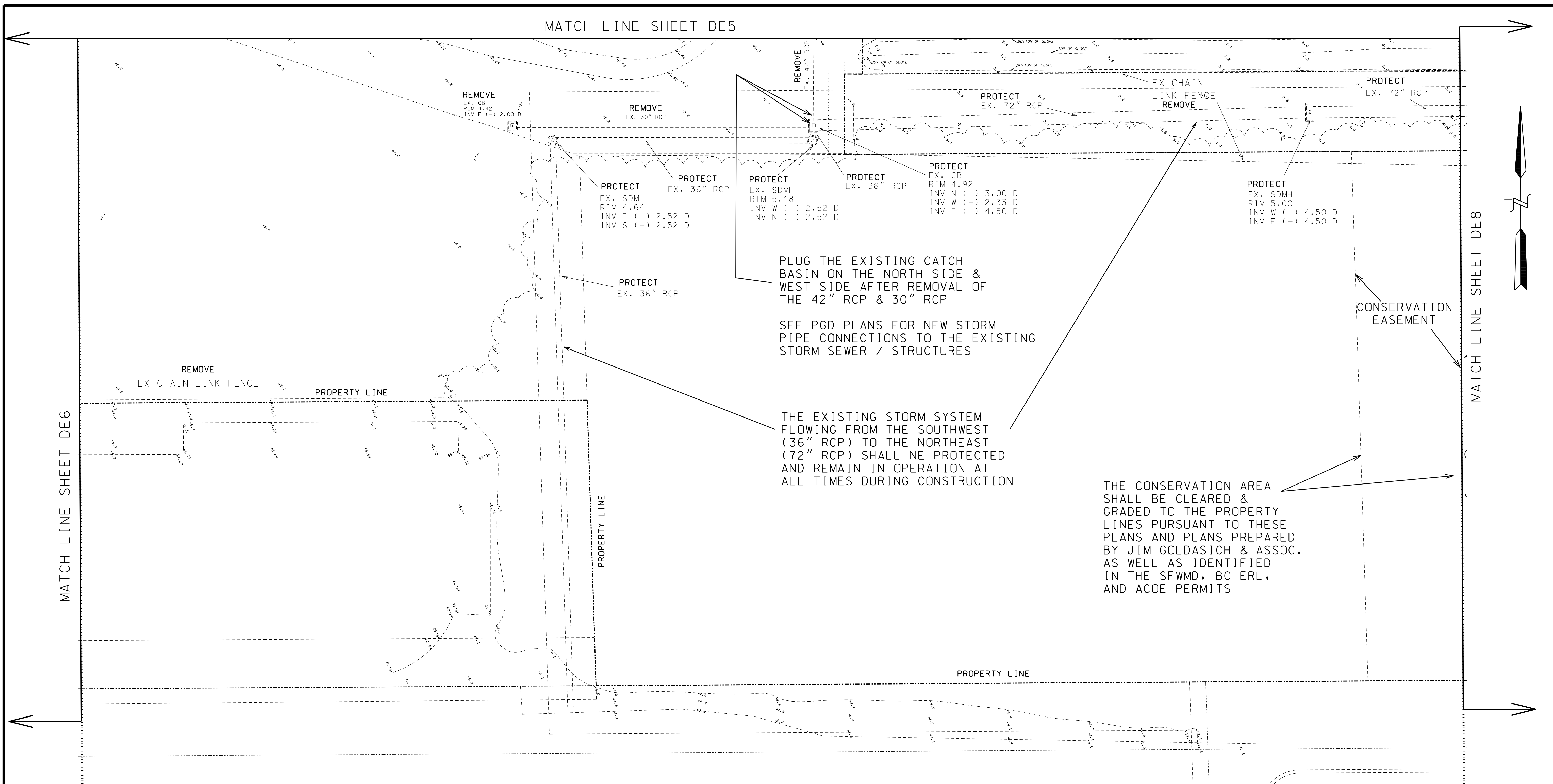
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<p>SCALE: 1" = 30'</p> <p>DRAWN BY: HEJ</p> <p>CHECKED BY: JJ</p> <p>APPROVED BY: HEJ</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>COMMENTS</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td>03-15-20</td> <td>UPDATE PER ORC ENGINEERING RAI #1</td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS		REVISIONS		DATE	COMMENTS	DATE	COMMENTS	03-15-20	UPDATE PER ORC ENGINEERING RAI #1			<p style="text-align: center;">AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET</p>	<p>PROJECT:</p> <h2 style="text-align: center;">MERRICK SQUARE</h2>	<p>TITLE:</p> <h2 style="text-align: center;">DEMOLITION PLAN (SOUTHWEST)</h2>	<p>SEAL:</p> <div style="border: 1px solid black; padding: 2px; text-align: center;"> <p>HOWARD JABLON, PE #47514</p> </div>	<p>DATE:</p> <p>01/15/20</p> <p>DRAWING NO.</p> <p>18-0150</p> <p>SHEET NO.</p> <p>DE6 OF 8</p>
REVISIONS		REVISIONS																
DATE	COMMENTS	DATE	COMMENTS															
03-15-20	UPDATE PER ORC ENGINEERING RAI #1																	

MATCH LINE SHEET DE5



PLUG THE EXISTING CATCH BASIN ON THE NORTH SIDE & WEST SIDE AFTER REMOVAL OF THE 42" RCP & 30" RCP

SEE PGD PLANS FOR NEW STORM PIPE CONNECTIONS TO THE EXISTING STORM SEWER / STRUCTURES

THE EXISTING STORM SYSTEM FLOWING FROM THE SOUTHWEST (36" RCP) TO THE NORTHEAST (72" RCP) SHALL BE PROTECTED AND REMAIN IN OPERATION AT ALL TIMES DURING CONSTRUCTION

THE CONSERVATION AREA SHALL BE CLEARED & GRADED TO THE PROPERTY LINES PURSUANT TO THESE PLANS AND PLANS PREPARED BY JIM GOLDASICH & ASSOC. AS WELL AS IDENTIFIED IN THE SFWMD, BC ERL, AND ACOE PERMITS

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
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**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SBDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
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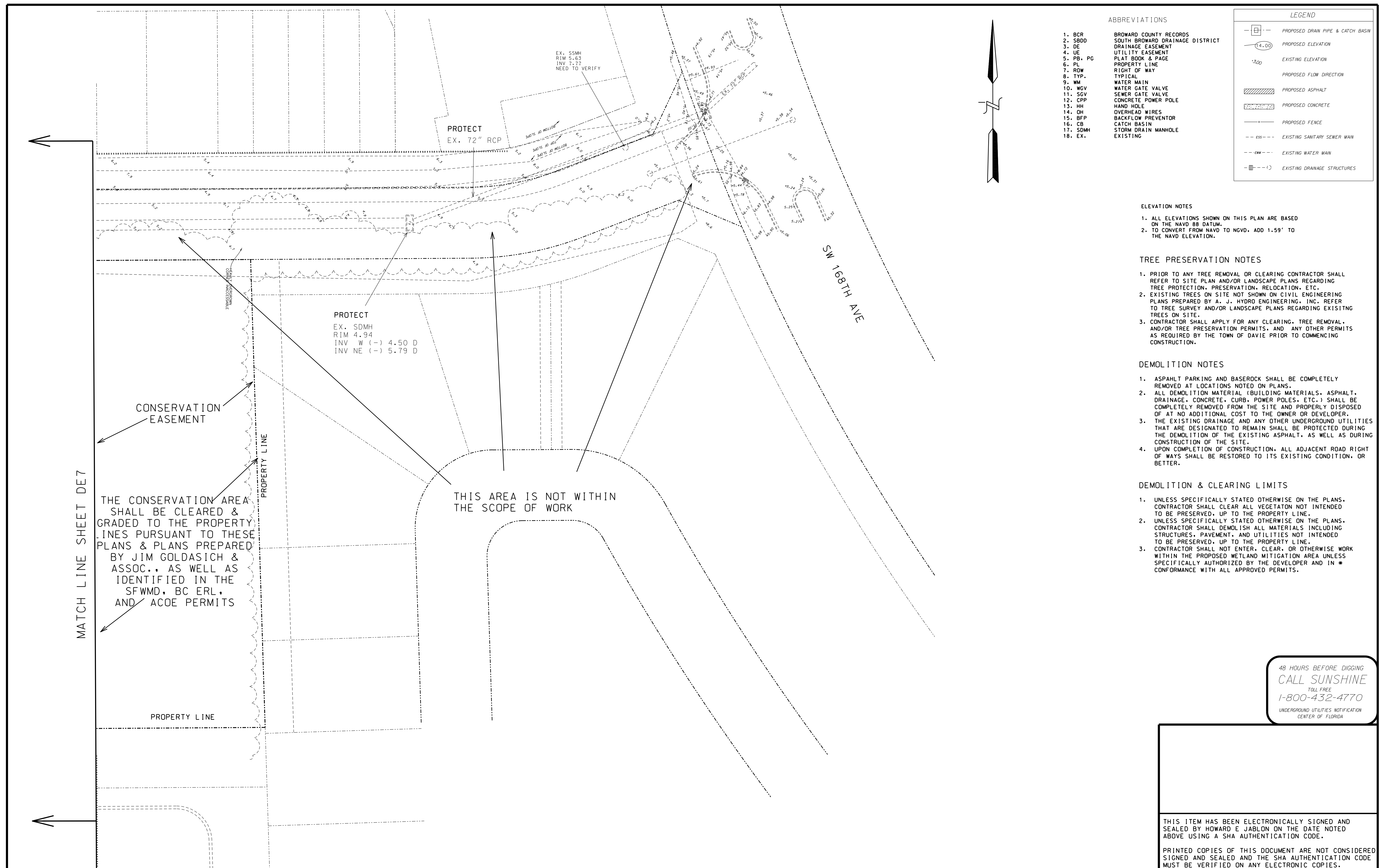
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SCALE: 1" = 30'	DATE: 05-01-2014	REVISIONS:	REVISIONS:	PROJECT: AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	TITLE: DEMOLITION PLAN (SOUTHEAST)	SEAL: HOWARD JABLON, PE #47514	DATE: 01/15/20 DRAWING NO. 18-0150 SHEET NO. DE7 OF 8
DRAWN BY: HEJ	COMMENTS: UPDATE PER DRC ENGINEERING RAJ #1	DATE:	COMMENTS:				
CHECKED BY: LJJ							
APPROVED BY: HEJ							





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**DEMOLITION & CLEARING LIMITS**

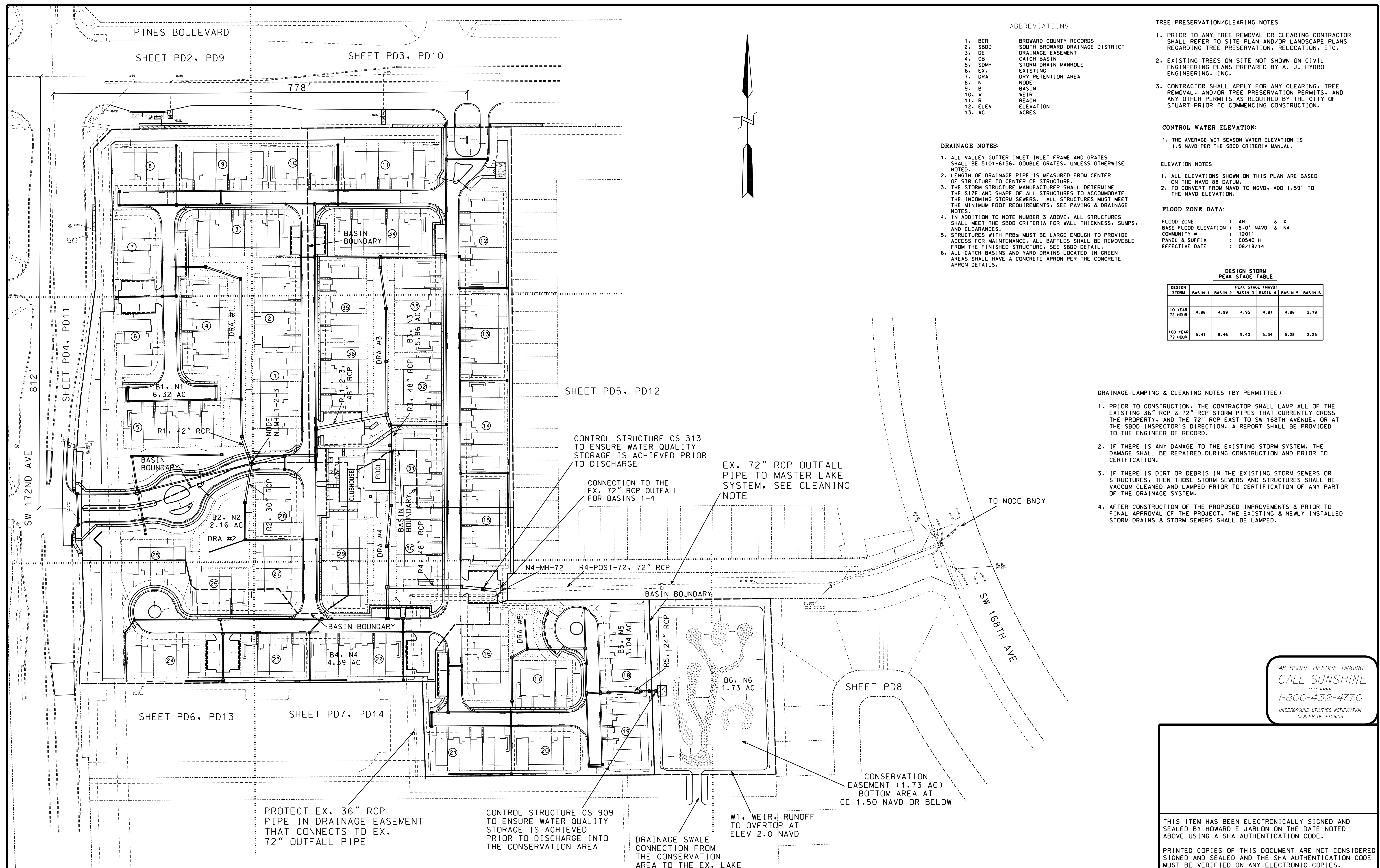
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SCALE: 1" = 30' DRAWN BY: HEJ CHECKED BY: JJJ APPROVED BY: HEJ	REVISIONS DATE COMMENTS DATE COMMENTS		PROJECT:  <b>MERRICK SQUARE</b>	TITLE:  <b>DEMOLITION PLAN (EAST TO SW 168TH AVE)</b>	SEAL:  HOWARD JABLON, PE #47514	DATE: 01/15/20
	REVISIONS DATE COMMENTS DATE COMMENTS				DRAWING NO. 18-0150	
	REVISIONS DATE COMMENTS DATE COMMENTS				SHEET NO. DE8 OF 8	
	REVISIONS DATE COMMENTS DATE COMMENTS				PROJECT: AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	



ABBREVIATIONS

- 1. BCR BROWARD COUNTY RECORDS
- 2. SBDD SOUTH BROWARD DRAINAGE DISTRICT
- 3. DE DRAINAGE EASEMENT
- 4. CB CATCH BASIN
- 5. SDMH STORM DRAIN MANHOLE
- 6. EX. EXISTING
- 7. DRA DRY RETENTION AREA
- 8. N NODE
- 9. B BASIN
- 10. W WEIR
- 11. R REACH
- 12. ELEV ELEVATION
- 13. AC ACRES

TREE PRESERVATION/CLEARING NOTES

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3. CONTRACTOR SHALL APPLY FOR ANY CLEARING, TREE REMOVAL, AND/OR TREE PRESERVATION PERMITS, AND ANY OTHER PERMITS AS REQUIRED BY THE CITY OF STUART PRIOR TO COMMENCING CONSTRUCTION.

CONTROL WATER ELEVATION:

1. THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

ELEVATION NOTES

1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

FLOOD ZONE DATA:

FLOOD ZONE : AM & X  
 BASE FLOOD ELEVATION : 5.0' NAVD & NA  
 COMMUNITY # : 12011  
 PANEL & SUFFIX : C0540 H  
 EFFECTIVE DATE : 08/18/14

DRAINAGE NOTES:

1. ALL VALLEY GUTTER INLET FRAME AND GRATES SHALL BE 5101-6156, DOUBLE GRATES, UNLESS OTHERWISE NOTED.
2. LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
3. THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
4. IN ADDITION TO NOTE NUMBER 3 ABOVE, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS, SUMPS, AND CLEARANCES.
5. STRUCTURES WITH PRBS MUST BE LARGE ENOUGH TO PROVIDE ACCESS FOR MAINTENANCE. ALL BAFFLES SHALL BE REMOVABLE FROM THE FINISHED STRUCTURE. SEE SBDD DETAIL.
6. ALL CATCH BASINS AND YARD DRAINS LOCATED IN GREEN AREAS SHALL HAVE A CONCRETE APRON PER THE CONCRETE APRON DETAILS.

DESIGN STORM PEAK STAGE TABLE

DESIGN STORM	PEAK STAGE (NAVD)					
	BASIN 1	BASIN 2	BASIN 3	BASIN 4	BASIN 5	BASIN 6
10 YEAR 72 HOUR	4.98	4.99	4.95	4.91	4.98	2.19
100 YEAR 72 HOUR	5.47	5.46	5.40	5.34	5.28	2.25

DRAINAGE LAMPING & CLEANING NOTES (BY PERMITEE)

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL LAMP ALL OF THE EXISTING 36" RCP & 72" RCP STORM PIPES THAT CURRENTLY CROSS THE PROPERTY, AND THE 72" RCP EAST TO SW 168TH AVENUE, OR AT THE SBDD INSPECTOR'S DIRECTION. A REPORT SHALL BE PROVIDED TO THE ENGINEER OF RECORD.
2. IF THERE IS ANY DAMAGE TO THE EXISTING STORM SYSTEM, THE DAMAGE SHALL BE REPAIRED DURING CONSTRUCTION AND PRIOR TO CERTIFICATION.
3. IF THERE IS DIRT OR DEBRIS IN THE EXISTING STORM SEWERS OR STRUCTURES, THEN THOSE STORM SEWERS AND STRUCTURES SHALL BE VACUUM CLEANED AND LAMPED PRIOR TO CERTIFICATION OF ANY PART OF THE DRAINAGE SYSTEM.
4. AFTER CONSTRUCTION OF THE PROPOSED IMPROVEMENTS & PRIOR TO FINAL APPROVAL OF THE PROJECT, THE EXISTING & NEWLY INSTALLED STORM DRAINS & STORM SEWERS SHALL BE LAMPED.

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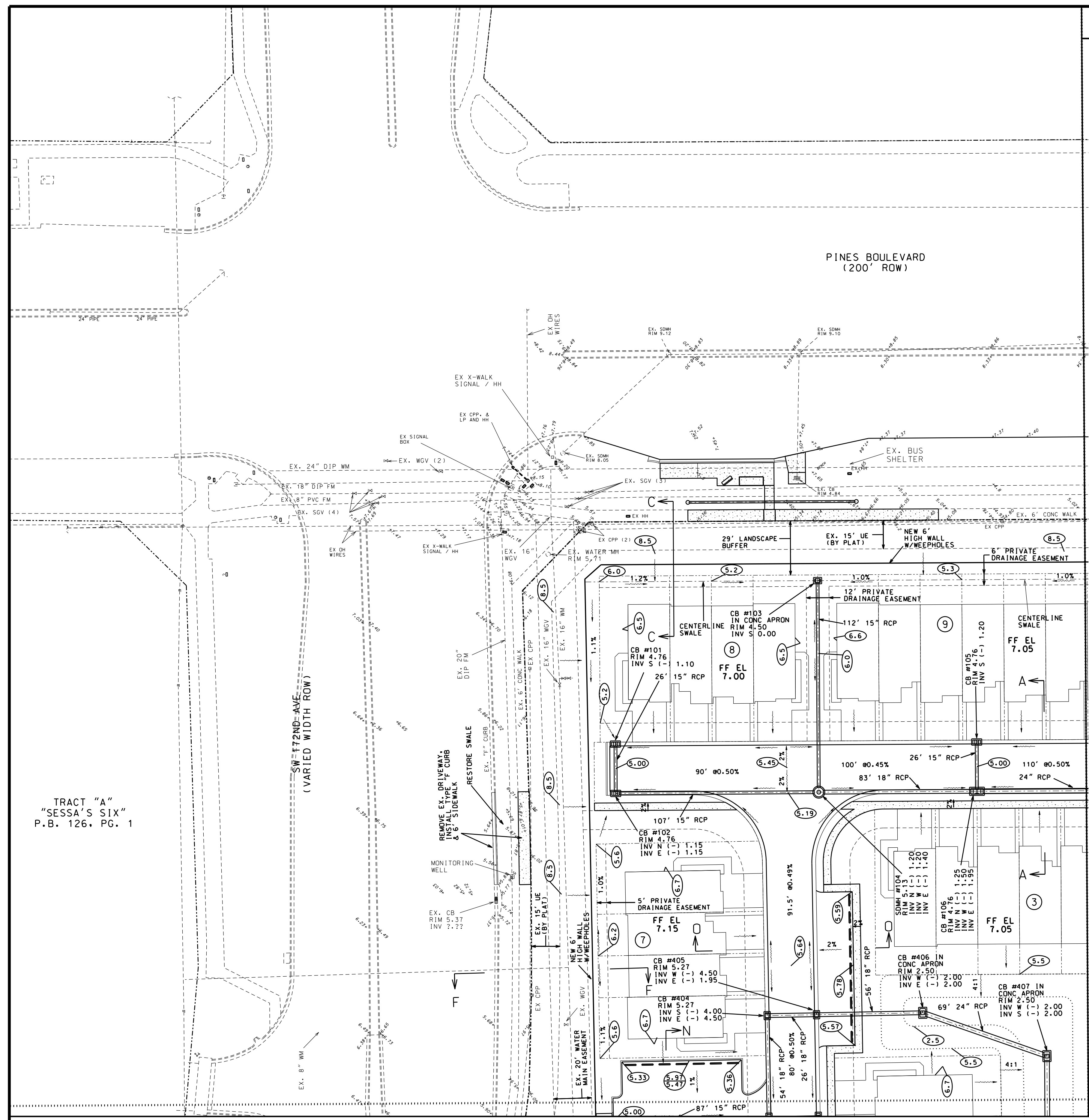
SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 80'				
DRAWN BY: HEJ	05/01/20	GENERAL UPDATE PER SP RAI #1		
CHECKED BY: JJ	06/01/20	UPDATE PER FINAL SW & STORM SEWER CALCULATIONS		
APPROVED BY: HEJ	07/01/20	UPDATE PER CITY ENG FOR SP RAI #2		
	08/15/20	ADJUST DRAINAGE PER SFVMD WD, IMPAIRED BASIN		
	09-01-20	ADD MITIGATION AREA GRADING		

AJ HYDRO  
 ENGINEERING, INC.  
 5932 NW 73RD COURT  
 PARKLAND, FL 33067  
 TEL (954) 347-3397  
 AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
**KEYMAP & MASTER DRAINAGE PLAN**

SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO.
	18-0150
	SHEET NO.
	PD1 OF 24



**STORM SEWER STRUCTURE SCHEDULE**

BASIN & CB #	IS MEA (C)	FRAME #	RIM	INVERT		
				NORTH	SOUTH	EAST
101	0.203	5101	4.76	(-) 1.10		
AS-BUILT NOTE 1		6156				
102	0.284	5101	4.76	(-) 1.15	(-) 1.00	
AS-BUILT NOTE 1		6156				
103	0.361	6156	4.50			
AS-BUILT NOTE 2		6210				
SDMH 104	NA	USF-420C	5.13	(-) 1.20	(-) 1.40	(-) 1.20
AS-BUILT NOTE 5						
105	0.294	5101	4.76		(-) 1.20	
AS-BUILT NOTE 1		6156				
106	0.372	5101	4.76	(-) 1.25	(-) 1.95	(-) 1.50
AS-BUILT NOTE 3		6156				
404	NA	5105	5.27	(-) 4.00	(-) 4.50	
AS-BUILT NOTE 2		6148				
405	NA	5105	5.27	(-) 1.95	(-) 4.50	
AS-BUILT NOTE 2		6148				
406	NA	2.50		(-) 2.00	(-) 2.00	
AS-BUILT NOTE 4		6616				
407	NA	2.50		(-) 2.00	(-) 2.00	
AS-BUILT NOTE 4		6616				

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

**NOTE:**  
ALL INLET TYPES ARE PER FOOT INDEX 452-052. STRUCTURES MAY BE LARGER THAN THE FOOT STANDARD TO FIT PIPES FOR ACCESS, ANGLES, ETC., BUT THEY CANNOT BE SMALLER.

- FOOT TYPE "C" EXTENDED INLET TO ACCOMMODATE A DOUBLE GRATE. INCREASE SIZE WHEN PRBS PRESENT.
- FOOT TYPE "C" INLET.
- FOOT TYPE "H" INLET (DOUBLE GRATE). WIDEN LARGER THEN 3', AS NECESSARY, TO ACCOMMODATE LARGER PIPES.
- BUBBLE UP STRUCTURES SHALL BE A FOOT TYPE "E" INLET W/USE 6616 STEEL GRATE.
- MANHOLES PER FOOT INDEX 452-001 & 452-010.

IN ADDITION THE FOOT STANDARDS, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), SUMPS, AND CLEARANCES. SEE SHEET PD22, THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

**ABBREVIATIONS**

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SCALE :	1" = 30'
DRAWN BY:	HEJ
CHECKED BY:	JL
APPROVED BY:	HEJ

REVISIONS	DATE	COMMENTS
	05-01-20	UPDATE DRAINAGE PER UTIL CONFLICT. SP RAI #1 COMMENTS
	05-01-20	UPDATE NOTES PER SBDD P & D RAI #1
	06/01/20	UPDATE PER FINAL SWM & STORM SEWER CALCULATIONS
	07/01/20	MINOR GRADING REVISIONS PER CITY ENG FOR SP RAI #2
	08/15/20	ADJUST DRAINAGE PER SFMWD NO. IMPAIRED BASIN

**PROJECT:**

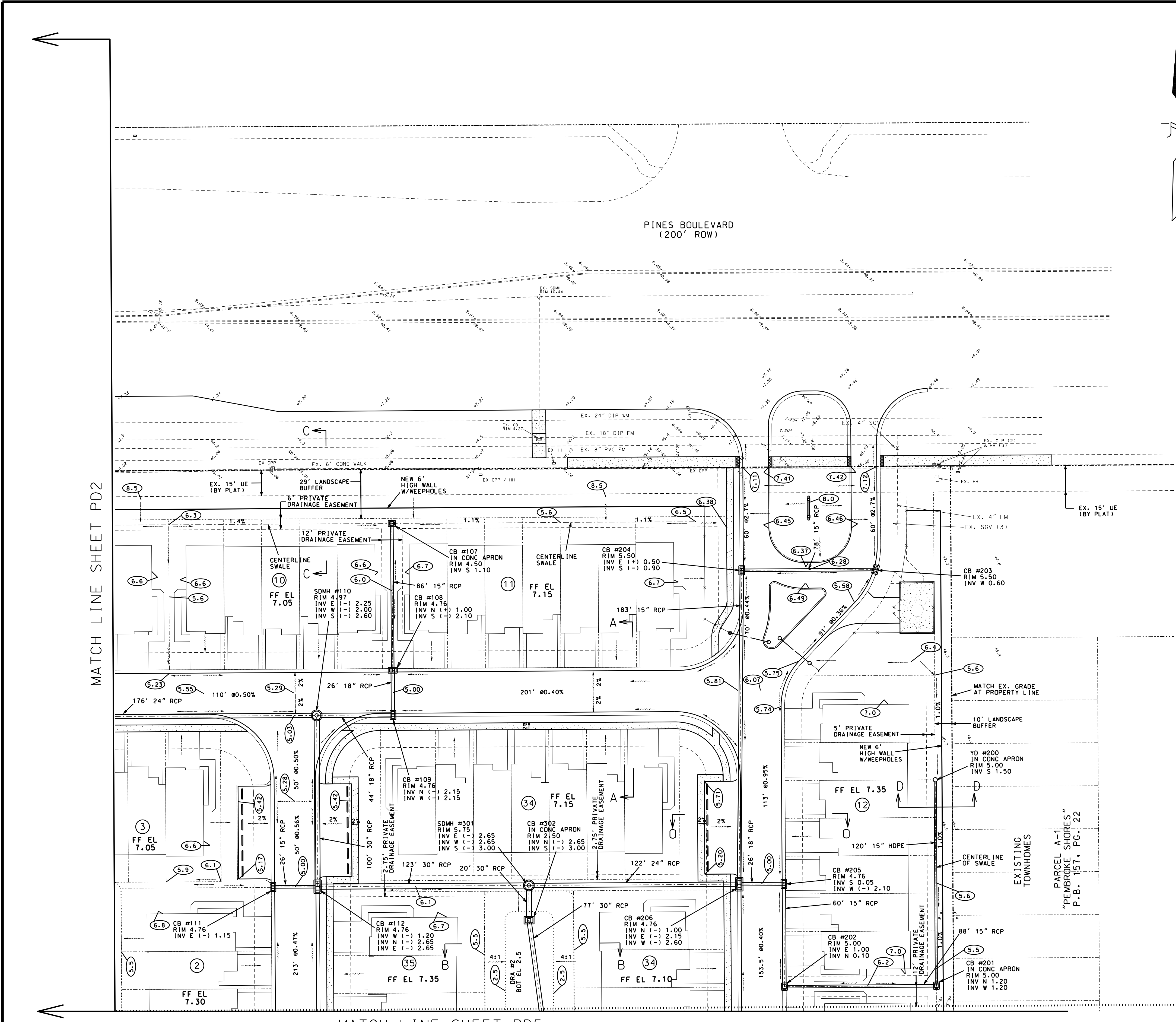
**MERRICK SQUARE**

AJ HYDRO ENGINEERING, INC.  
 5932 NW 73RD COURT  
 PARKLAND, FL 33067  
 TEL (954) 347-3397  
 AJHYDRO@BELLSOUTH.NET

**TITLE:**

**PAVING, GRADING, & DRAINAGE PLAN (NORTHWEST)**

SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO.
	18-0150
	SHEET NO.
	PD2 OF 24



**STORM SEWER STRUCTURE SCHEDULE**

BASIN & CB #	IS DIA (")	FRAME #	RIM	INVERT		
				NORTH	SOUTH	EAST
107	0.365	6210	4.50		1.10	
AS-BUILT NOTE 2						
108	0.406	5101	4.76	1.00	(-) 2.10	
AS-BUILT NOTE 1						
109	0.439	5101	4.76	(-) 2.15		(-) 2.15
AS-BUILT NOTE 1						
SDMH #110	NA	USF-420C	4.97	(-) 2.60	(-) 2.25	(-) 2.00
AS-BUILT NOTE 5						
111	0.349	5101	4.76		(-) 1.15	
AS-BUILT NOTE 1						
112	0.425	5101	4.76	(-) 2.65	(-) 2.65	(-) 1.20
AS-BUILT NOTE 3						
YD #200	0.140		5.00		1.50	
AS-BUILT						
201	0.169	6210	5.00	1.20		1.20
AS-BUILT NOTE 2						
202	NA	5105	5.00	0.10		1.00
AS-BUILT NOTE 2						
203	0.266	5101	5.50			0.60
AS-BUILT NOTE 1						
204	0.172	5101	5.50	(-) 0.90	0.50	
AS-BUILT NOTE 1						
205	0.377	5101	4.76		0.05	(-) 2.10
AS-BUILT NOTE 1						
206	0.375	5101	4.76	(-) 1.00	(-) 2.15	(-) 2.60
AS-BUILT NOTE 3						
301	NA	USF-420C	5.75	(-) 3.00	(-) 2.65	(-) 2.65
AS-BUILT NOTE 5						
302	NA		2.50	(-) 3.00	(-) 3.00	
AS-BUILT NOTE 4						

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

- ABBREVIATIONS**
- 1. BCR BROWARD COUNTY RECORDS
  - 2. SBDD SOUTH BROWARD DRAINAGE DISTRICT
  - 3. DE DRAINAGE EASEMENT
  - 4. UE UTILITY EASEMENT
  - 5. PB, PG PLAT BOOK & PAGE
  - 6. PL PROPERTY LINE
  - 7. ROW RIGHT OF WAY
  - 8. TYP. TYPICAL
  - 9. WM WATER MAIN
  - 10. WCV WATER GATE VALVE
  - 11. SGV SEWER GATE VALVE
  - 12. CPP CONCRETE POWER POLE
  - 13. HH HAND HOLE
  - 14. OH OVERHEAD WIRES
  - 15. BFP BACKFLOW PREVENTOR
  - 16. CB CATCH BASIN
  - 17. SDMH STORM DRAIN MANHOLE
  - 18. EX. EXISTING

**NOTE:**

ALL INLET TYPES ARE PER FOOT INDEX 452-052. STRUCTURES MAY BE LARGER THAN THE FOOT STANDARD TO FIT PIPES FOR ACCESS, ANGLES, ETC., BUT THEY CANNOT BE SMALLER.

- FOOT TYPE "C" EXTENDED INLET TO ACCOMMODATE A DOUBLE GRATE, INCREASE SIZE WHEN PRBS PRESENT.
- FOOT TYPE "C" INLET.
- FOOT TYPE "H" INLET (DOUBLE GRATE), WIDER LARGER THEN 3" AS NECESSARY TO ACCOMMODATE LARGER PIPES.
- BUBBLE UP STRUCTURES SHALL BE A FOOT TYPE "E" INLET W/USF 6616 STEEL GRATE.
- MANHOLES PER FOOT INDEX 452-001 & 452-010.

IN ADDITION TO THE FOOT STANDARDS, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), SUMPS, AND CLEARANCES. SEE SHEET #022, THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

- DRAINAGE NOTES:**
- ALL VALLEY OUTER INLET INLET FRAME AND GRATES SHALL BE 5101-6156, DOUBLE GRATES, UNLESS OTHERWISE NOTED.
  - LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
  - THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
  - IN ADDITION TO NOTE NUMBER 3 ABOVE, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS, SUMPS, AND CLEARANCES.
  - STRUCTURES WITH PRBS MUST BE LARGE ENOUGH TO PROVIDE ACCESS FOR MAINTENANCE. ALL BAFFLES SHALL BE REMOVABLE FROM THE FINISHED STRUCTURE. SEE SBDD DETAIL.
  - ALL CATCH BASINS AND YARD DRAINS LOCATED IN GREEN AREAS SHALL HAVE A CONCRETE APRON PER THE CONCRETE APRON DETAILS.

- CONTROL WATER ELEVATION:**
- THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

**FLOOD ZONE DATA:**

FLOOD ZONE	: AH	& X
BASE FLOOD ELEVATION	: 5.0' NAVD & NA	
COMMUNITY #	: 12011	
PANEL & SUFFIX	: C0540 H	
EFFECTIVE DATE	: 08/18/14	

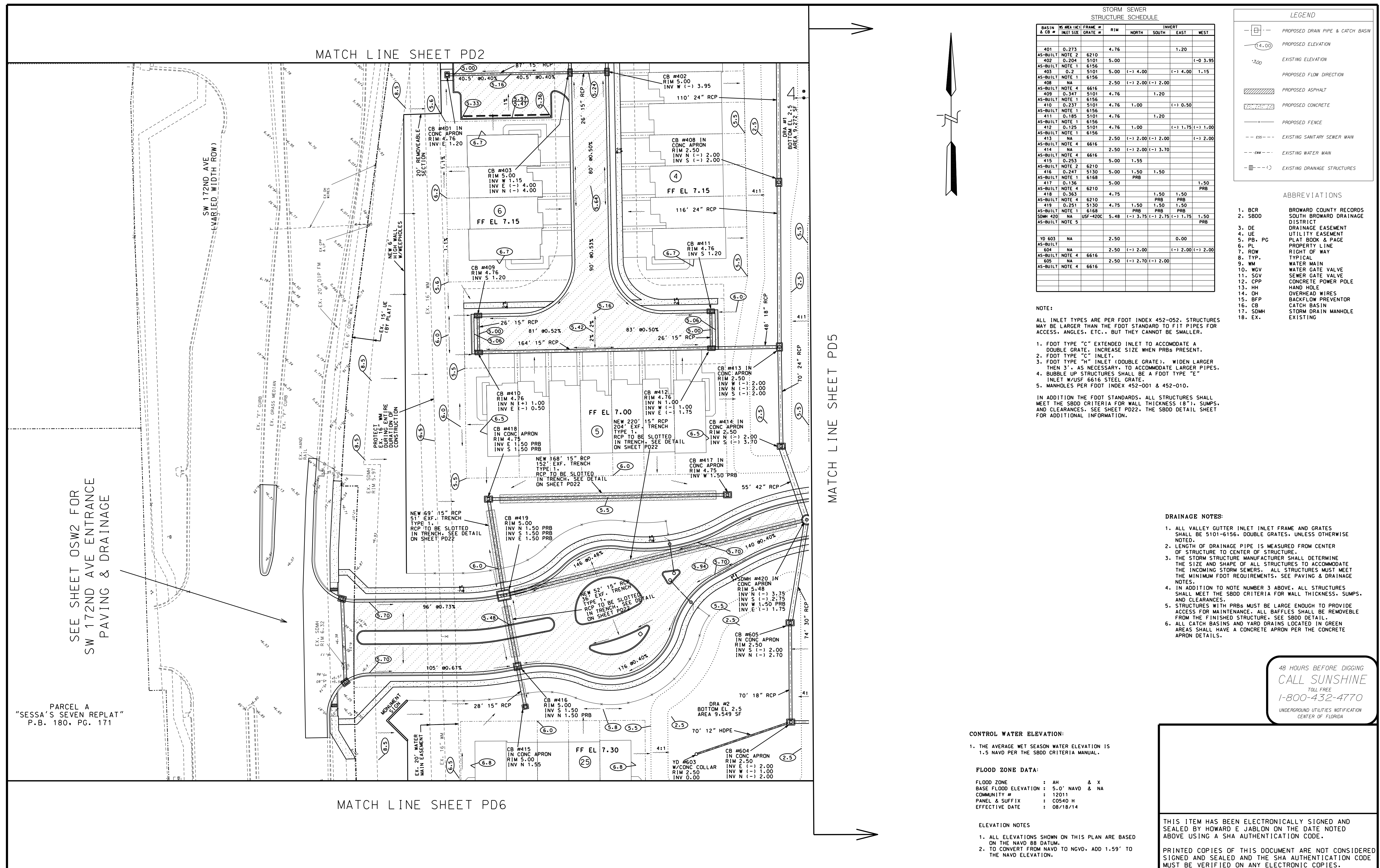
48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
**1-800-432-4770**  
UNDERGROUND UTILITIES NOTIFICATION CENTER OF FLORIDA

- ELEVATION NOTES**
- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
  - TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

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SCALE: 1" = 30'	DATE	REVISIONS	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	05-01-20	UPDATE GRADING, ADD YD #200 PER DRG. ENR. RAI #1		AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	<b>MERRICK SQUARE</b>	<b>PAVING, GRADING, &amp; DRAINAGE PLAN (NORTHEAST)</b>	01/15/20
CHECKED BY: JJJ	05-01-20	UPDATE NOTES PER SBDD P & D RAI #1					DRAWING NO. 18-0150
APPROVED BY: HEJ	07/01/20	UPDATE PER FINAL SWM & STORM SEWER CALCULATIONS					SHEET NO. PD3 OF 24
	08/15/20	ADJUST DRAINAGE PER SFMD NO. IMPAIRED BASIN					HOWARD JABLON, PE #47514



STORM SEWER STRUCTURE SCHEDULE

BASIN & CB #	IS (FEET)	FRAME #	RIM	NORTH	SOUTH	EAST	WEST
401	0.273	6210	4.76			1.20	
AS-BUILT NOTE 2							
402	0.204	5101	5.00			(-0.3.95)	
AS-BUILT NOTE 1							
403	0.2	5101	5.00	(-1) 4.00		(-1) 4.00	1.15
AS-BUILT NOTE 1							
408	NA	6616	2.50	(-1) 2.00	(-1) 2.00		
AS-BUILT NOTE 4							
409	0.347	5101	4.76			1.20	
AS-BUILT NOTE 1							
410	0.237	5101	4.76	1.00		(-1) 0.50	
AS-BUILT NOTE 1							
411	0.185	5101	4.76			1.20	
AS-BUILT NOTE 1							
412	0.125	5101	4.76	1.00		(-1) 1.75	(-1) 1.00
AS-BUILT NOTE 1							
413	NA	6616	2.50	(-1) 2.00	(-1) 2.00		(-1) 2.00
AS-BUILT NOTE 4							
414	NA	6616	2.50	(-1) 2.00	(-1) 3.70		
AS-BUILT NOTE 4							
415	0.253	6616	5.00			1.55	
AS-BUILT NOTE 2							
416	0.247	5130	5.00	1.50	1.50		
AS-BUILT NOTE 4							
417	0.136	6210	5.00				1.50
AS-BUILT NOTE 4							
418	0.363	6210	4.75		1.50	1.50	
AS-BUILT NOTE 4							
419	0.251	5130	4.75	1.50	1.50		
AS-BUILT NOTE 1							
SDMH #20	NA	USF-420C	5.48	(-1) 3.75	(-1) 2.75	(-1) 1.75	1.50
AS-BUILT NOTE 5							
YD #03	NA		2.50			0.00	
AS-BUILT NOTE 4							
604	NA		2.50	(-1) 2.00	(-1) 2.00	(-1) 2.00	
AS-BUILT NOTE 4							
605	NA		2.50	(-1) 2.00	(-1) 2.00		
AS-BUILT NOTE 4							

LEGEND

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

ABBREVIATIONS

- BCR BROWARD COUNTY RECORDS
- SBDD SOUTH BROWARD DRAINAGE DISTRICT
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- PB, PG PLAT BOOK & PAGE
- PL PROPERTY LINE
- ROW RIGHT OF WAY
- TYP. TYPICAL
- WM WATER MAIN
- WCV WATER GATE VALVE
- SGV SEWER GATE VALVE
- CPP CONCRETE POWER POLE
- HH HAND HOLE
- OH OVERHEAD WIRES
- BFP BACKFLOW PREVENTOR
- CB CATCH BASIN
- SDMH STORM DRAIN MANHOLE
- EX. EXISTING

NOTE:  
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- FOOT TYPE "C" INLET.
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- BUBBLE UP STRUCTURES SHALL BE A FOOT TYPE "E" INLET W/USF 6616 STEEL GRATE.
- MANHOLES PER FOOT INDEX 452-001 & 452-010.

IN ADDITION THE FOOT STANDARDS. ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), SUMPS, AND CLEARANCES. SEE SHEET PD22. THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

DRAINAGE NOTES:

- ALL VALLEY GUTTER INLET INLET FRAME AND GRATES SHALL BE 5101-6156. DOUBLE GRATES, UNLESS OTHERWISE NOTED.
- LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
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48 HOURS BEFORE DIGGING  
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TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

CONTROL WATER ELEVATION:  
1. THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

FLOOD ZONE DATA:  
FLOOD ZONE : AH & X  
BASE FLOOD ELEVATION : 5.0' NAVD & NA  
COMMUNITY # : 12011  
PANEL & SUFFIX : C0540 H  
EFFECTIVE DATE : 08/18/14

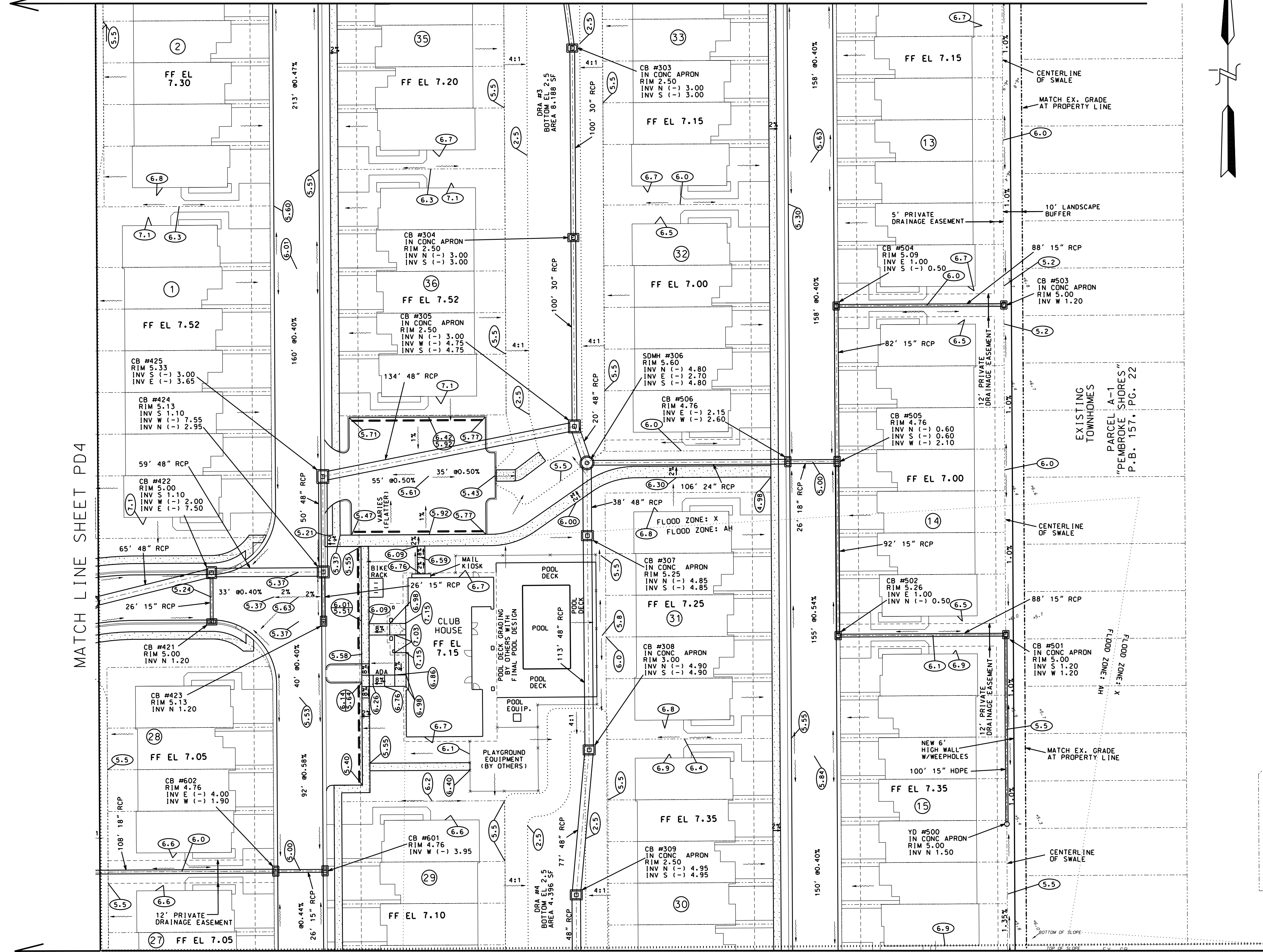
ELEVATION NOTES  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

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SCALE: 1" = 30'	REVISIONS	REVISIONS	PROJECT: AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	TITLE: <b>PAVING, GRADING, &amp; DRAINAGE PLAN (CENTERWEST)</b>	SEAL:	DATE:		
DRAWN BY: HEJ	DATE	COMMENTS			DATE	COMMENTS	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJ	05-01-20	UPDATE DRAINAGE PER UTIL CONFLICT. SP RAI #1 COMMENTS						DRAWING NO. 18-0150
APPROVED BY: HEJ	05-01-20	UPDATE NOTES PER SBDD P & D RAI #1						SHEET NO. PD4 OF 24
	06/01/20	UPDATE PER FINAL SWM & STORM SEWER CALCULATIONS						

MATCH LINE SHEET PD3



STORM SEWER STRUCTURE SCHEDULE

BASIN & CB #	IS	HEA	HT	FRAM	#	RIM	NORTH	SOUTH	EAST	WEST
303	NA				6616	2.50	(-) 3.00	(-) 3.00		
AS-BUILT NOTE 4										
304	NA				6616	2.50	(-) 3.00	(-) 3.00		
AS-BUILT NOTE 4										
305	1.174				6616	2.50	(-) 3.00	(-) 4.75	(-) 4.75	
AS-BUILT NOTE 4										
305	NA	USF-420C			5.60	(-) 4.80	(-) 4.80	(-) 2.70		
AS-BUILT NOTE 5										
307	0.243				6210	5.25	(-) 4.85	(-) 4.85		
AS-BUILT NOTE 6										
308	NA				3.00	(-) 4.90	(-) 4.90			
AS-BUILT NOTE 4										
309	NA				2.50	(-) 4.95	(-) 4.95			
AS-BUILT NOTE 4										
421	0.144				5130	5.00		1.20		
AS-BUILT NOTE 1										
422	0.276				6168	5.00		1.10	(-) 7.50	(-) 2.00
AS-BUILT NOTE 6										
423	0.081				5130	5.13		1.20		
AS-BUILT NOTE 1										
424	0.276				6168	5.13	(-) 2.95	1.10	(-) 1.55	
AS-BUILT NOTE 6										
425	NA				5105	5.33	(-) 3.00	(-) 3.65		
AS-BUILT NOTE 6										
500	0.097				5100	5.00		1.50		
AS-BUILT										
501	0.152				5100	5.00		1.20	1.20	
AS-BUILT NOTE 2										
502	NA				5105	5.26	(-) 0.50		1.00	
AS-BUILT NOTE 2										
503	0.198				5100	5.00			1.20	
AS-BUILT NOTE 2										
504	NA				5105	5.09	(-) 0.50		1.00	
AS-BUILT NOTE 2										
505	0.448				5101	4.76	(-) 0.60	(-) 0.60	(-) 2.10	
AS-BUILT NOTE 1										
506	0.483				5101	4.76	(-) 2.15	(-) 2.60		
AS-BUILT NOTE 1										
601	0.372				5101	4.76			(-) 3.95	
AS-BUILT NOTE 1										
602	0.318				5101	4.76	(-) 4.00	(-) 1.90		
AS-BUILT NOTE 1										

LEGEND

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

ABBREVIATIONS

- BCR BROWARD COUNTY RECORDS
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- DE DRAINAGE EASEMENT
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- PL PROPERTY LINE
- ROW RIGHT OF WAY
- TYP. TYPICAL
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- SOV SEWER GATE VALVE
- CPP CONCRETE POWER POLE
- HH HAND HOLE
- DH DRAINAGE HOLE
- BFP BACKFLOW PREVENTOR
- CB CATCH BASIN
- SDMH STORM DRAIN MANHOLE
- EX. EXISTING

NOTE:  
ALL INLET TYPES ARE PER FDOT INDEX 452-052. STRUCTURES MAY BE LARGER THAN THE FDOT STANDARD TO FIT PIPES FOR ACCESS, ANGLES, ETC., BUT THEY CANNOT BE SMALLER.

1. FDOT TYPE "C" EXTENDED INLET TO ACCOMMODATE A DOUBLE GRATE, INCREASE SIZE WHEN PRBS PRESENT.
2. FDOT TYPE "C" INLET.
3. FDOT TYPE "H" INLET (DOUBLE GRATE). WIDEN LARGER THEN 3', AS NECESSARY, TO ACCOMMODATE LARGER PIPES.
4. BUBBLE UP STRUCTURES SHALL BE A FDOT TYPE "E" INLET W/USP 6616 STEEL GRATE.
5. MANHOLES PER FDOT INDEX 452-001 & 452-010.

IN ADDITION THE FDOT STANDARDS, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), SUMPS, AND CLEARANCES. SEE SHEET PD22, THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

- DRAINAGE NOTES:
1. ALL VALLEY CUTTER INLET INLET FRAME AND GRATES SHALL BE 5101-6156. DOUBLE GRATES, UNLESS OTHERWISE NOTED.
  2. LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
  3. THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FDOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
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1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

CONTROL WATER ELEVATION:  
1. THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

FLOOD ZONE DATA:  
FLOOD ZONE : AH NAVD & X  
BASE FLOOD ELEVATION : 5.0' NAVD & NA  
COMMUNITY # : 12011  
PANEL & SUFFIX : C0540 H  
EFFECTIVE DATE : 08/18/14

ELEVATION NOTES  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

SCALE:	1" = 30'
DRAWN BY:	HEJ
CHECKED BY:	LJ
APPROVED BY:	HEJ

REVISIONS

DATE	COMMENTS	DATE	COMMENTS
05-01-20	UPDATE GRADING, ADD YD #500 PER DRG. ENG. RAI #1		
05-01-20	UPDATE NOTES PER SBDD P & D RAI #1		
06/01/20	UPDATE PER FINAL SWM & STORM SEWER CALCULATIONS		
07/01/20	MINOR GRADING REVISIONS PER CITY ENG. FOR SP RAI #2		
08/15/20	ADJUST DRAINAGE PER SFMD WG. IMPAIRED BASIN		

PROJECT:  
AJ HYDRO ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
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MERRICK SQUARE

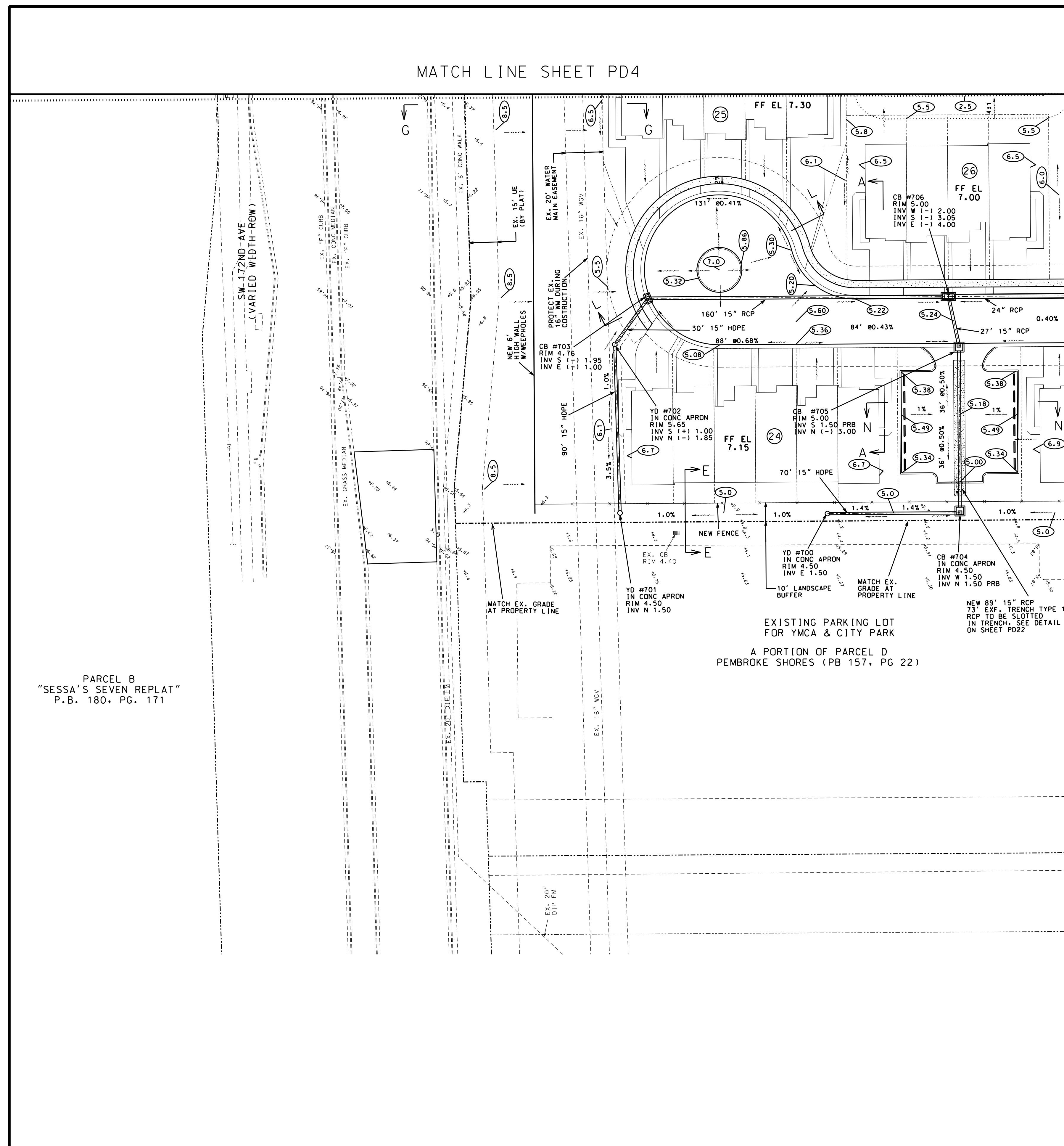
TITLE:  
PAVING, GRADING, & DRAINAGE PLAN (CENTEREAST)

SEAL:  
HOWARD JABLON, PE #47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD5 OF 24



STORM SEWER STRUCTURE SCHEDULE

BASIN & CB #	IS AREA (I)	FRAME #	INVERT				
			NORTH	SOUTH	EAST	WEST	
YD 100	0.104		4.50			1.50	
AS-BUILT				4.50	1.50		
YD 101	0.146						
AS-BUILT							
YD 102	NA		5.65	(-)	1.85	1.00	
AS-BUILT							
YD 103	0.674	5101	4.76	(-)	1.95	(-)	1.00
AS-BUILT NOTE 1	6156						
YD 104	0.112		4.50			1.50	
AS-BUILT NOTE 2	6210						
YD 105	0.330	5101	5.00	(-)	3.00	1.50	
AS-BUILT NOTE 1	6156						
YD 106	0.338	5101	5.00	(-)	3.05	(-)	2.20
AS-BUILT NOTE 3	6156						

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5. MANHOLES PER FOOT INDEX 452-001 & 452-010.

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LEGEND

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

ABBREVIATIONS

- 1. BCR BROWARD COUNTY RECORDS
- 2. SBDD SOUTH BROWARD DRAINAGE DISTRICT
- 3. DE DRAINAGE EASEMENT
- 4. UE UTILITY EASEMENT
- 5. PB, PG PLAT BOOK & PAGE
- 6. PL PROPERTY LINE
- 7. ROW RIGHT OF WAY
- 8. TYP. TYPICAL
- 9. WM WATER MAIN
- 10. WGV WATER GATE VALVE
- 11. SGV SEWER GATE VALVE
- 12. CPP CONCRETE POWER POLE
- 13. HH HAND HOLE
- 14. OH OVERHEAD WIRES
- 15. BFP BACKFLOW PREVENTOR
- 16. CB CATCH BASIN
- 17. SDMH STORM DRAIN MANHOLE
- 18. EX. EXISTING

DRAINAGE NOTES:

1. ALL VALLEY GUTTER INLET INLET FRAME AND GRATES SHALL BE 5101-6156, DOUBLE GRATES, UNLESS OTHERWISE NOTED.
2. LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
3. THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
4. IN ADDITION TO NOTE NUMBER 3 ABOVE, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS, SUMPS, AND CLEARANCES.
5. STRUCTURES WITH PRBS MUST BE LARGE ENOUGH TO PROVIDE ACCESS FOR MAINTENANCE. ALL BAFFLES SHALL BE REMOVABLE FROM THE FINISHED STRUCTURE. SEE SBDD DETAIL.
6. ALL CATCH BASINS AND YARD DRAINS LOCATED IN GREEN AREAS SHALL HAVE A CONCRETE APRON PER THE CONCRETE APRON DETAILS.

CONTROL WATER ELEVATION:  
1. THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

FLOOD ZONE DATA:  
FLOOD ZONE : AH & X  
BASE FLOOD ELEVATION : 5.0' NAVD & NA  
COMMUNITY # : 12011  
PANEL & SUFFIX : C0540 H  
EFFECTIVE DATE : 08/18/14

ELEVATION NOTES  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

48 HOURS BEFORE DIGGING  
CALL SUNSHINE  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E. JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PARCEL B  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171

SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 30'				
DRAWN BY: HEJ	05-01-20	UPDATE GRADING, ADD YD 100 PER DRC ENG. RAI #1		
CHECKED BY: JJ	05-01-20	UPDATE NOTES PER SBDD P & D RAI #1		
APPROVED BY: HEJ	06/01/20	UPDATE PER FINAL SWM & STORM SEWER CALCULATIONS		
	07/01/20	MINOR GRADING REVISIONS PER CITY ENG. FOR SP RAI #2		
	08/15/20	ADJUST DRAINAGE PER SP WMD NO. IMPAIRED BASIN		

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

FILE:  
**PAVING, GRADING, & DRAINAGE PLAN (SOUTHWEST)**

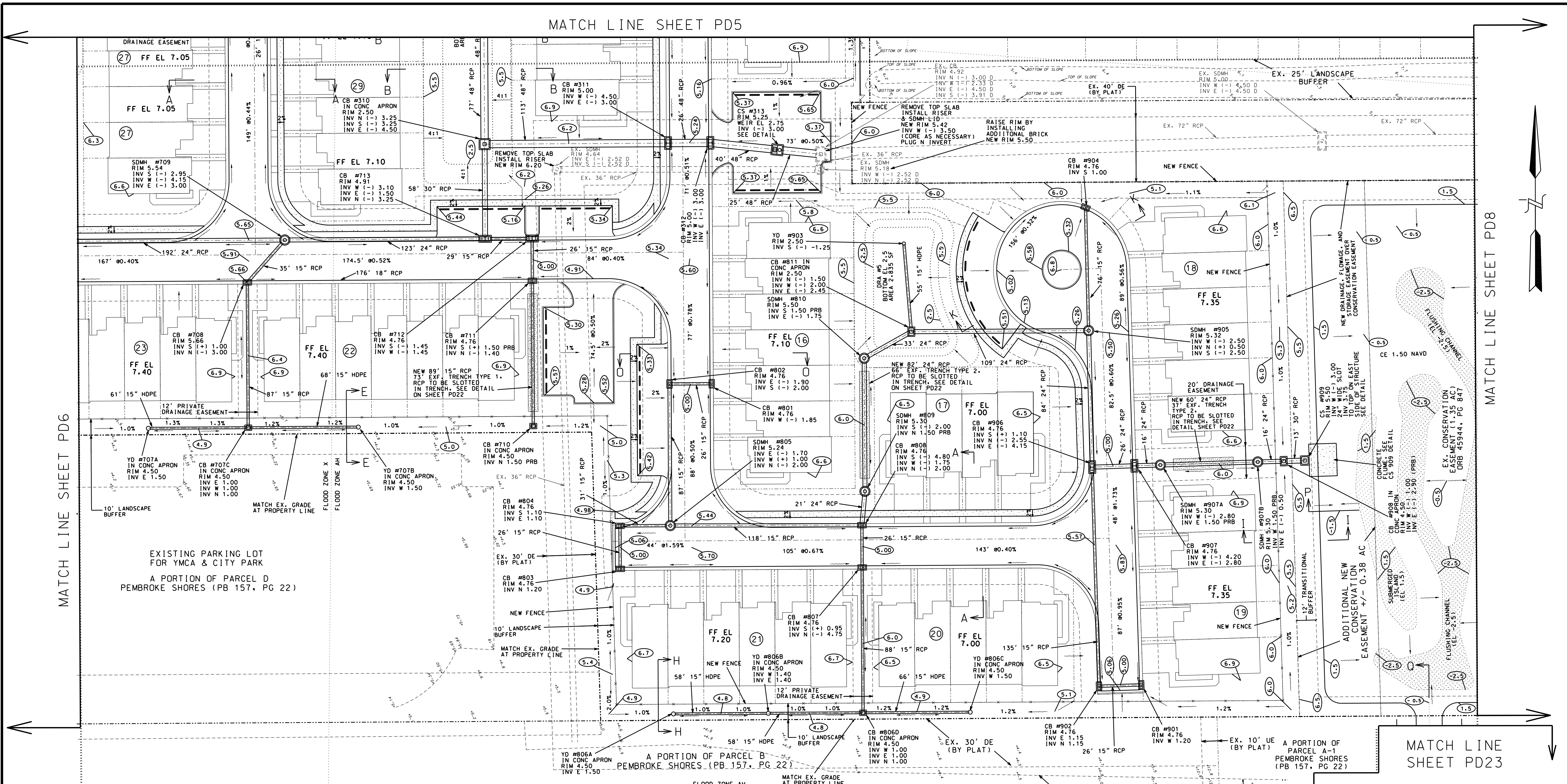
SEAL:  
HOWARD JABLON, PE  
#47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD6 OF 24

MATCH LINE SHEET PD5



EXISTING PARKING LOT FOR YMCA & CITY PARK  
A PORTION OF PARCEL D PEMBROKE SHORES (PB 157, PG 22)

A PORTION OF PARCEL B PEMBROKE SHORES (PB 157, PG 22)

A PORTION OF PARCEL A-1 PEMBROKE SHORES (PB 157, PG 22)

ABBREVIATIONS

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- 2. SBDD SOUTH BROWARD DRAINAGE DISTRICT
- 3. DE DRAINAGE EASEMENT
- 4. UE UTILITY EASEMENT
- 5. PB, PG PLAT BOOK & PAGE
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- 16. CB CATCH BASIN
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- 18. EX. EXISTING

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2. LENGTH OF DRAINAGE PIPE IS MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
3. THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
4. IN ADDITION TO NOTE NUMBER 3 ABOVE, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS, Sumps, AND CLEARANCES.
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6. ALL CATCH BASINS AND YARD DRAINS LOCATED IN GREEN AREAS SHALL HAVE A CONCRETE APRON PER THE CONCRETE APRON DETAILS.

FLOOD ZONE DATA:

FLOOD ZONE : AH & X  
BASE FLOOD ELEVATION : 5.0' NAVD & NA  
COMMUNITY # : 12011  
PANEL & SUFFIX : C0540 H  
EFFECTIVE DATE : 08/18/14

ELEVATION NOTES

1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

STORM SEWER SCHEDULE NOTE:

1. FOOT TYPE "C" EXTENDED INLET TO ACCOMMODATE A DOUBLE GRATE. INCREASE SIZE WHEN PRBS PRESENT.
  2. FOOT TYPE "C" INLET.
  3. FOOT TYPE "H" INLET (DOUBLE GRATE). WIDEN LARGER THEN 3' AS NECESSARY TO ACCOMMODATE LARGER PIPES.
  4. BUBBLE UP STRUCTURES SHALL BE A FOOT TYPE "E" INLET W/USF 6616 STEEL GRATE.
  5. MANHOLES PER FOOT INDEX 452-001 & 452-010.
- IN ADDITION TO THE FOOT STANDARDS, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), AND CLEARANCES. SEE SHEET PD22, THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

EXISTING PARK STORM SEWER STRUCTURE SCHEDULE

BASIN #	INLET SIZE	GRATE #	RIM	NORTH	SOUTH	EAST	WEST
310	0.893		2.50	(-) 3.25	(-) 3.25	(-) 4.50	
AS-BUILT NOTE 4E	6616		5.00	(-) 3.00	(-) 1.50		
AS-BUILT NOTE 3	6156		5.00	(-) 3.00	(-) 3.00		
AS-BUILT NOTE 3	6156		5.25	(-) 3.00	(-) 3.00		
AS-BUILT NOTE 3	6148						

STORM SEWER STRUCTURE SCHEDULE

BASIN #	INLET SIZE	GRATE #	RIM	NORTH	SOUTH	EAST	WEST
801	0.222	5101	4.76			(-) 1.85	
AS-BUILT NOTE 1	6156		4.76		(-) 2.00	(-) 1.90	
AS-BUILT NOTE 1	6156		4.76				
AS-BUILT NOTE 1	6156		4.76		1.20		
AS-BUILT NOTE 1	6156		4.76		1.10	1.10	
AS-BUILT NOTE 1	6156		5.24	(-) 2.00	(-) 1.70	1.00	
AS-BUILT NOTE 5	USF-420C	5101	4.50		1.50		
AS-BUILT NOTE 5	6156		4.50		1.40	1.40	
AS-BUILT NOTE 5	6156		4.50			1.30	
AS-BUILT NOTE 3	6156		4.50	1.00			
AS-BUILT NOTE 3	6156		4.50	1.00	1.00		
AS-BUILT NOTE 2	6210		4.76	(-) 4.75	0.95		
AS-BUILT NOTE 1	6156		4.76	(-) 2.00	(-) 1.80	(-) 1.75	
AS-BUILT NOTE 1	6156		5.30	1.50	(-) 1.20		
AS-BUILT NOTE 5	USF-420C	5101	5.50		1.50	(-) 1.75	
AS-BUILT NOTE 4	6616		2.50	(-) 1.50	PRB	(-) 2.45	(-) 2.00

STORM SEWER STRUCTURE SCHEDULE

BASIN #	INLET SIZE	GRATE #	RIM	NORTH	SOUTH	EAST	WEST
901	0.186	5101	4.76				1.20
AS-BUILT NOTE 1	6156		4.76	1.15			
AS-BUILT NOTE 1	6156		4.76			1.15	
AS-BUILT NOTE 1	6156		2.50	(-) 1.25			
AS-BUILT NOTE 5	USF-420C	5101	5.32	0.50	(-) 2.50	(-) 1.50	
AS-BUILT NOTE 1	6156		4.76	(-) 2.55	1.10	(-) 4.15	
AS-BUILT NOTE 3	6156		4.76			(-) 2.80	(-) 4.20
AS-BUILT NOTE 3	6156		5.30			PRB	(-) 2.80
AS-BUILT NOTE 5	USF-420C	5101	5.30			PRB	(-) 1.50
AS-BUILT NOTE 5	6156		5.30			PRB	(-) 1.50
AS-BUILT NOTE 4	6616		4.50			(-) 2.90	(-) 1.00
AS-BUILT NOTE 4	6616		5.50			PRB	(-) 3.00

CONTROL WATER ELEVATION:

1. THE AVERAGE WET SEASON WATER ELEVATION IS 1.5 NAVD PER THE SBDD CRITERIA MANUAL.

SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 30'	02/20/20	ADD D, F, & S EASEMENT PER SBDD		
	05-01-20	UPDATE GRADING, ADD YDS PER DRC ENG. RAI #1		
	06-01-20	UPDATE EXF, TRENCH & OUTFALL PIPE PER SFMD RAI #1		
	07-01-20	UPDATE GRADING PER DRC ENG. SP RAI #2		
	07-17-20	ADD EXF, TRENCH IN BASIN 5 PER SFMD RE. IMPAIRED BASIN		
	08/15/20	ADJUST DRAINAGE, ADD CS #313 PER SFMD WD. IMPAIRED BASIN		
	09-01-20	ADD MITIGATION AREA GRADING		

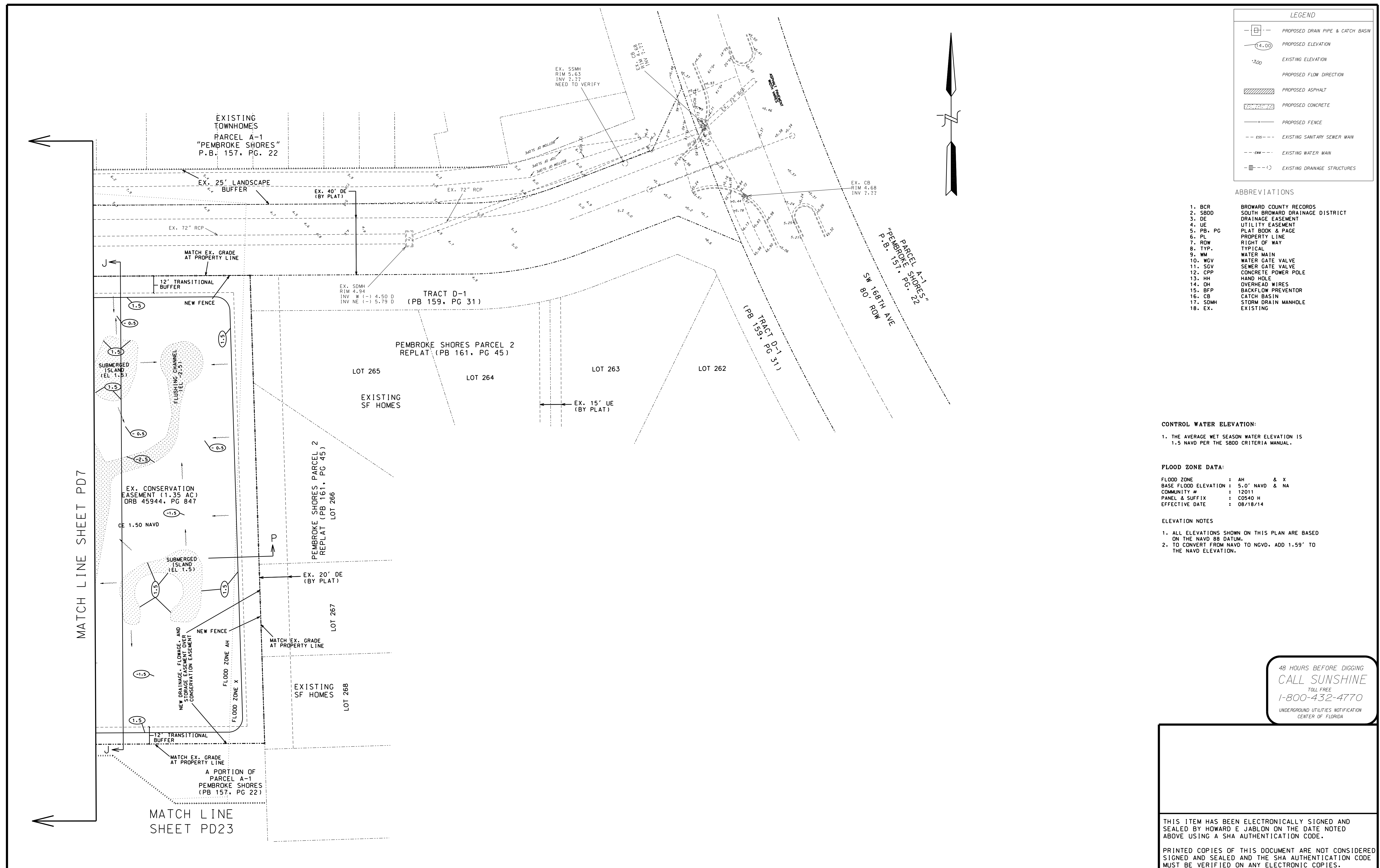
AJ HYDRO ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT: **MERRICK SQUARE**

TITLE: **PAVING, GRADING, & DRAINAGE PLAN (SOUTHEAST)**

SEAL: HOWARD JABLON, PE #47514  
DATE: 01/15/20  
DRAWING NO. 18-0150  
SHEET NO. PD7 OF 24





**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SBDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
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**FLOOD ZONE DATA:**

FLOOD ZONE : AH & X  
 BASE FLOOD ELEVATION : 5.0' NAVD & NA  
 COMMUNITY # : 12011  
 PANEL & SUFFIX : C0540 H  
 EFFECTIVE DATE : 08/18/14

**ELEVATION NOTES**

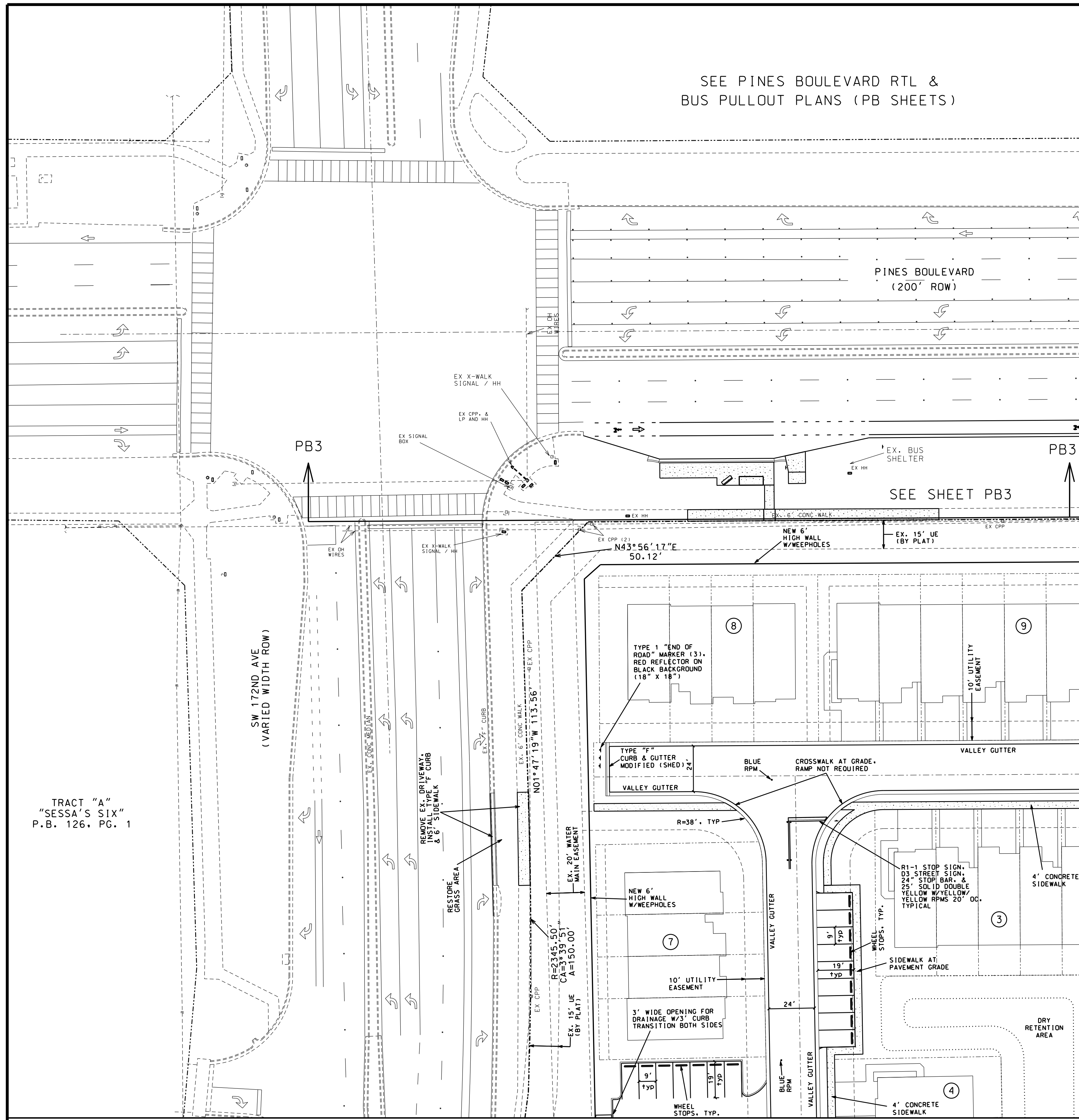
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 CENTER OF FLORIDA

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<p>SCALE: 1" = 30'</p> <p>DRAWN BY: HEJ</p> <p>CHECKED BY: JJJ</p> <p>APPROVED BY: HEJ</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>COMMENTS</th> <th>DATE</th> <th>COMMENTS</th> </tr> </thead> <tbody> <tr> <td>02/20/20</td> <td>ADD D. F. &amp; S EASEMENT PER SBDD</td> <td></td> <td></td> </tr> <tr> <td>06/01/20</td> <td>MINOR REVISIONS</td> <td></td> <td></td> </tr> <tr> <td>09-01-20</td> <td>ADD MITIGATION AREA GRADING</td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS		REVISIONS		DATE	COMMENTS	DATE	COMMENTS	02/20/20	ADD D. F. & S EASEMENT PER SBDD			06/01/20	MINOR REVISIONS			09-01-20	ADD MITIGATION AREA GRADING			<p>AJ HYDRO ENGINEERING, INC.          5932 NW 73RD COURT          PARKLAND, FL 33067          TEL (954) 347-3397          AJHYDRO@BELLSOUTH.NET</p>	<p>PROJECT:</p> <h2 style="text-align: center;">MERRICK SQUARE</h2>	<p>TITLE:</p> <h2 style="text-align: center;">PAVING, GRADING, &amp; DRAINAGE PLAN (EAST TO SW 168TH AVE)</h2>	<p>SEAL:</p> <p>HOWARD JABLON, PE          #47514</p>	<p>DATE:</p> <p>01/15/20</p> <p>DRAWING NO.</p> <p>18-0150</p> <p>SHEET NO.</p> <p>PD8 OF 24</p>
REVISIONS		REVISIONS																								
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09-01-20	ADD MITIGATION AREA GRADING																									



SEE PINES BOULEVARD RTL & BUS PULLOUT PLANS (PB SHEETS)

PINES BOULEVARD  
(200' ROW)

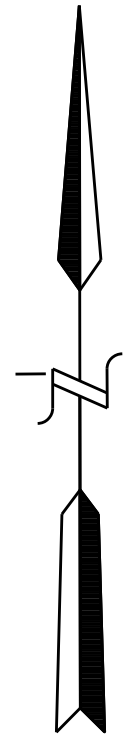
SEE SHEET PB3

SW 172ND AVE  
(VARIED WIDTH ROW)

TRACT "A"  
"SESSA'S SIX"  
P.B. 126, PG. 1

MATCH LINE SHEET PD11

MATCH LINE SHEET PD10



- PAVEMENT MARKINGS & SIGNAGE NOTES:**
1. ALL OFF-SITE PAVEMENT MARKINGS / STRIPING AND PAVEMENT MARKINGS / STRIPING LEADING OFF-SITE SHALL BE REFLECTORIZED THERMOPLASTIC PER THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  2. ALL STREET SIGNS (INCLUDING R1-1) SHALL MEET THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  3. ALL PAVEMENT MARKINGS & SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS", LATEST EDITION, & BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.

- ADA & SIDEWALK NOTES:**
1. ALL SIDEWALK CROSS SLOPES SHALL BE A MAXIMUM OF 2%.
  2. ANY LONGITUDINAL SLOPE STEEPER THAN 5% (20':1') SHALL BE CONSIDERED A RAMP.
  3. THERE SHALL BE NO SLOPES STEEPER THEN 8% (12':1').
  4. ANY RAMP THAT HAS A RISE GREATER THAN 6" OR LONGER THAN 6 FEET SHALL HAVE A HANDRAIL PER ADA SPECIFICATIONS.
  5. ALL BUILDING ENTRANCES SHALL HAVE A 5' LANDING AREA (SLOPE NOT GREATER THAN 2%).
  6. ANY INTERSECTION OF SIDEWALKS SHALL BE FLAT (2% MAX IN BOTH DIRECTIONS).
  7. SIDEWALKS BASE AND SLOPE SHALL BE INSPECTED PRIOR TO FINAL MATERIAL INSTALLATION.
  8. ALL ADA RAMPS SHALL BE CAST IN PLACE, TACTILE DOME MATS AND INSTALLED PER DOT INDEX 304, LATEST EDITION.

- CURB NOTES:**
1. SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

**CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:**

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 30'	05-01-20	UPDATE PMS & ADD NOTES PER DRG. ENG. RAI #1		
DRAWN BY: HEJ				
CHECKED BY: JJJ				
APPROVED BY: HEJ				

AJ HYDRO  
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5932 NW 73RD COURT  
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PROJECT:  
**MERRICK SQUARE**

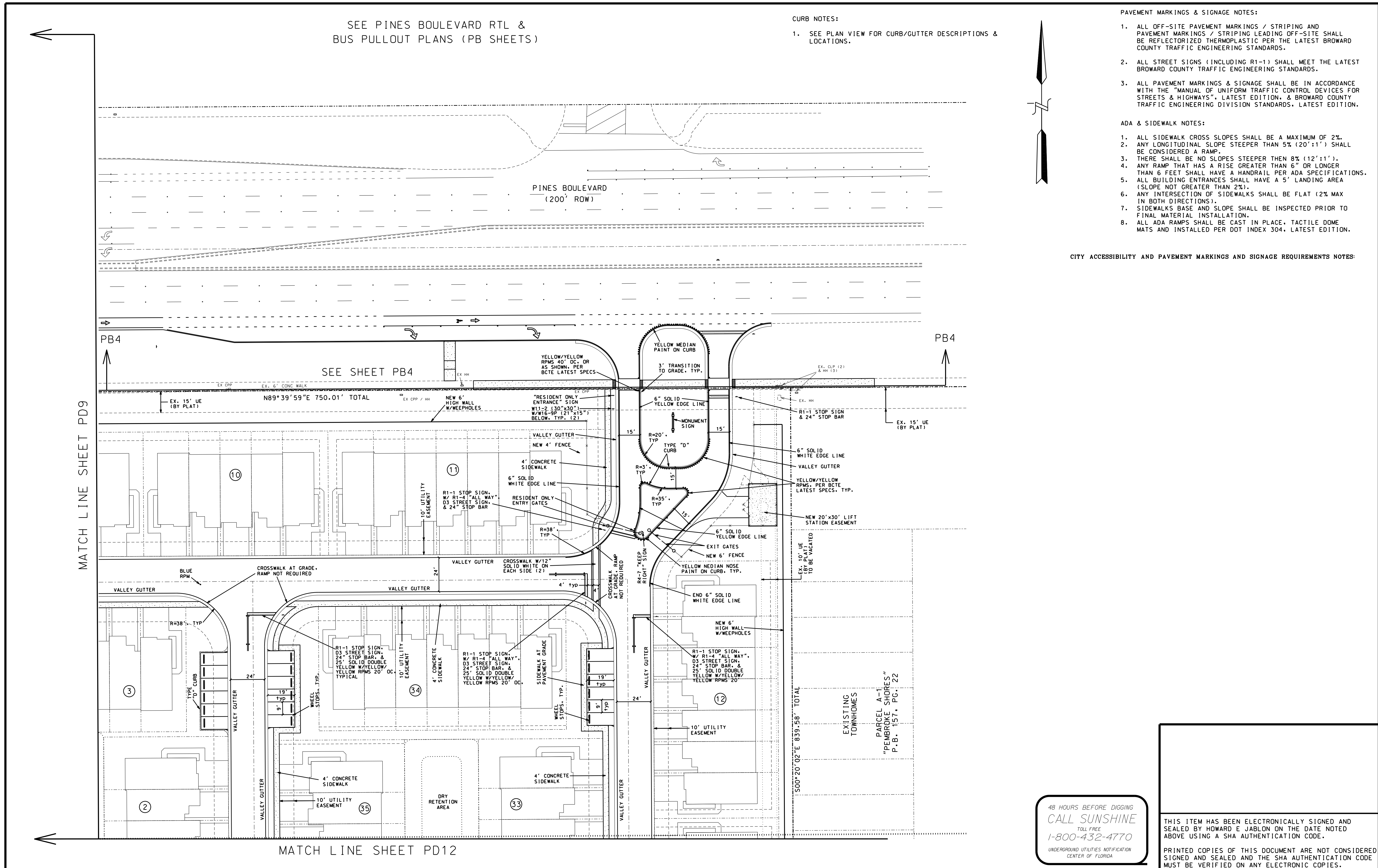
TITLE:  
**PAVEMENT MARKINGS & CURB LOCATION PLAN (NORTHWEST)**

SEAL:  
HOWARD JABLON, PE  
#47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD9 OF 24



**CURB NOTES:**  
1. SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

- PAVEMENT MARKINGS & SIGNAGE NOTES:**
1. ALL OFF-SITE PAVEMENT MARKINGS / STRIPING AND PAVEMENT MARKINGS / STRIPING LEADING OFF-SITE SHALL BE REFLECTORIZED THERMOPLASTIC PER THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
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  4. ANY RAMP THAT HAS A RISE GREATER THAN 6" OR LONGER THAN 6 FEET SHALL HAVE A HANDRAIL PER ADA SPECIFICATIONS (SLOPE NOT GREATER THAN 2%).
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  6. ANY INTERSECTION OF SIDEWALKS SHALL BE FLAT (2% MAX IN BOTH DIRECTIONS).
  7. SIDEWALKS BASE AND SLOPE SHALL BE INSPECTED PRIOR TO FINAL MATERIAL INSTALLATION.
  8. ALL ADA RAMPS SHALL BE CAST IN PLACE, TACTILE DOME MATS AND INSTALLED PER DOT INDEX 304, LATEST EDITION.

**CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:**

48 HOURS BEFORE DIGGING  
CALL SUNSHINE  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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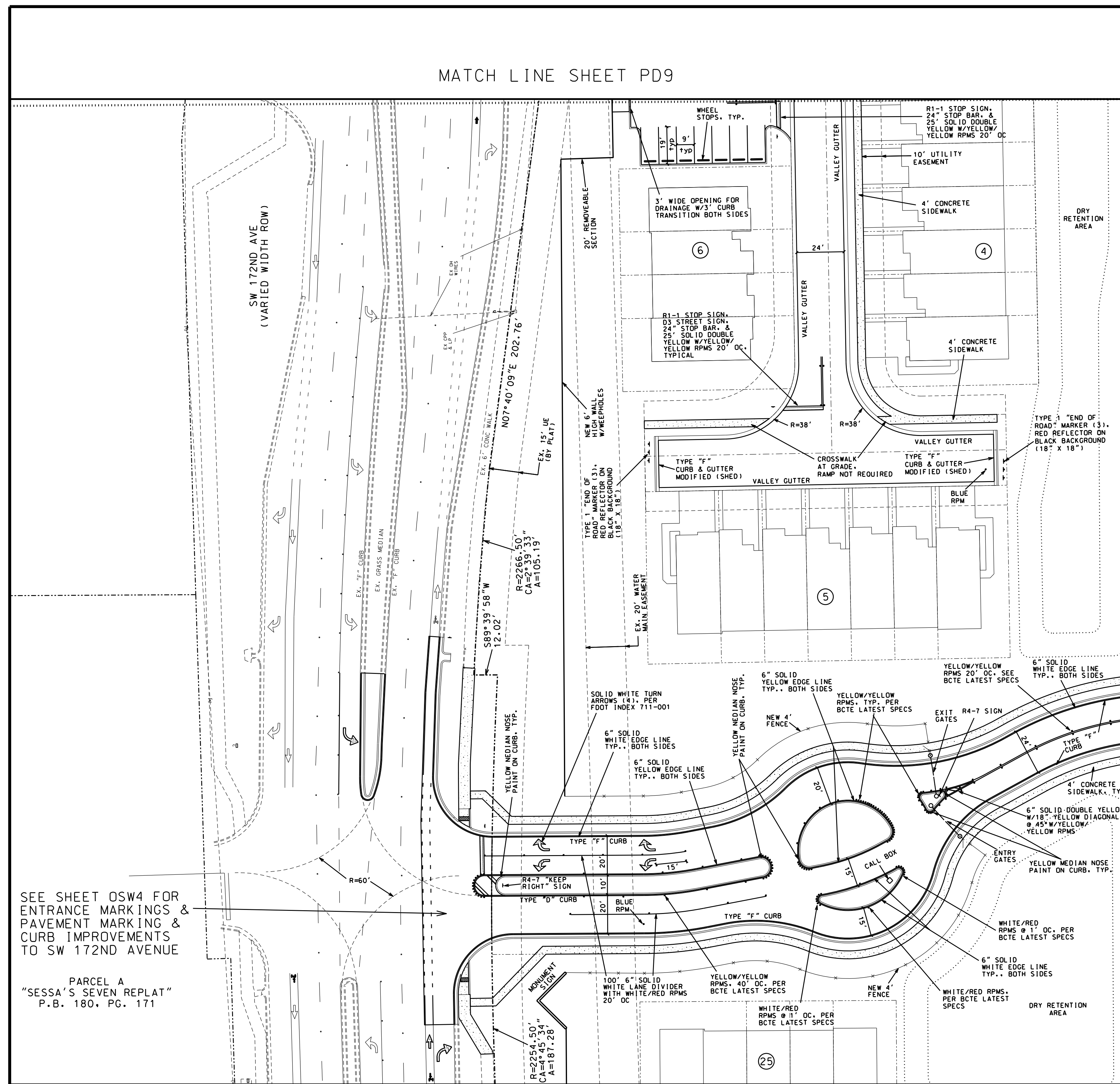
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AJ HYDRO  
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5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
**PAVEMENT MARKINGS & CURB LOCATION PLAN (NORTHEAST)**

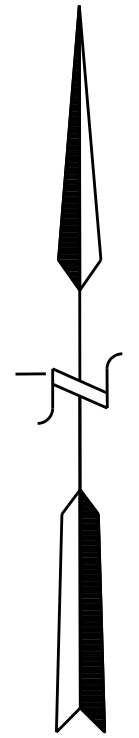
SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO.
	18-0150
	SHEET NO.
	PD10 OF 24



MATCH LINE SHEET PD9

MATCH LINE SHEET PD13

MATCH LINE SHEET PD12



- PAVEMENT MARKINGS & SIGNAGE NOTES:**
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  5. ALL BUILDING ENTRANCES SHALL HAVE A 5' LANDING AREA (SLOPE NOT GREATER THAN 2%).
  6. ANY INTERSECTION OF SIDEWALKS SHALL BE FLAT (2% MAX IN BOTH DIRECTIONS).
  7. SIDEWALKS BASE AND SLOPE SHALL BE INSPECTED PRIOR TO FINAL MATERIAL INSTALLATION.
  8. ALL ADA RAMPS SHALL BE CAST IN PLACE. TACTILE DOME MATS AND INSTALLED PER DOT INDEX 304, LATEST EDITION.

- CURB NOTES:**
1. SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

**CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:**

SEE SHEET OSW4 FOR ENTRANCE MARKINGS & PAVEMENT MARKING & CURB IMPROVEMENTS TO SW 172ND AVENUE

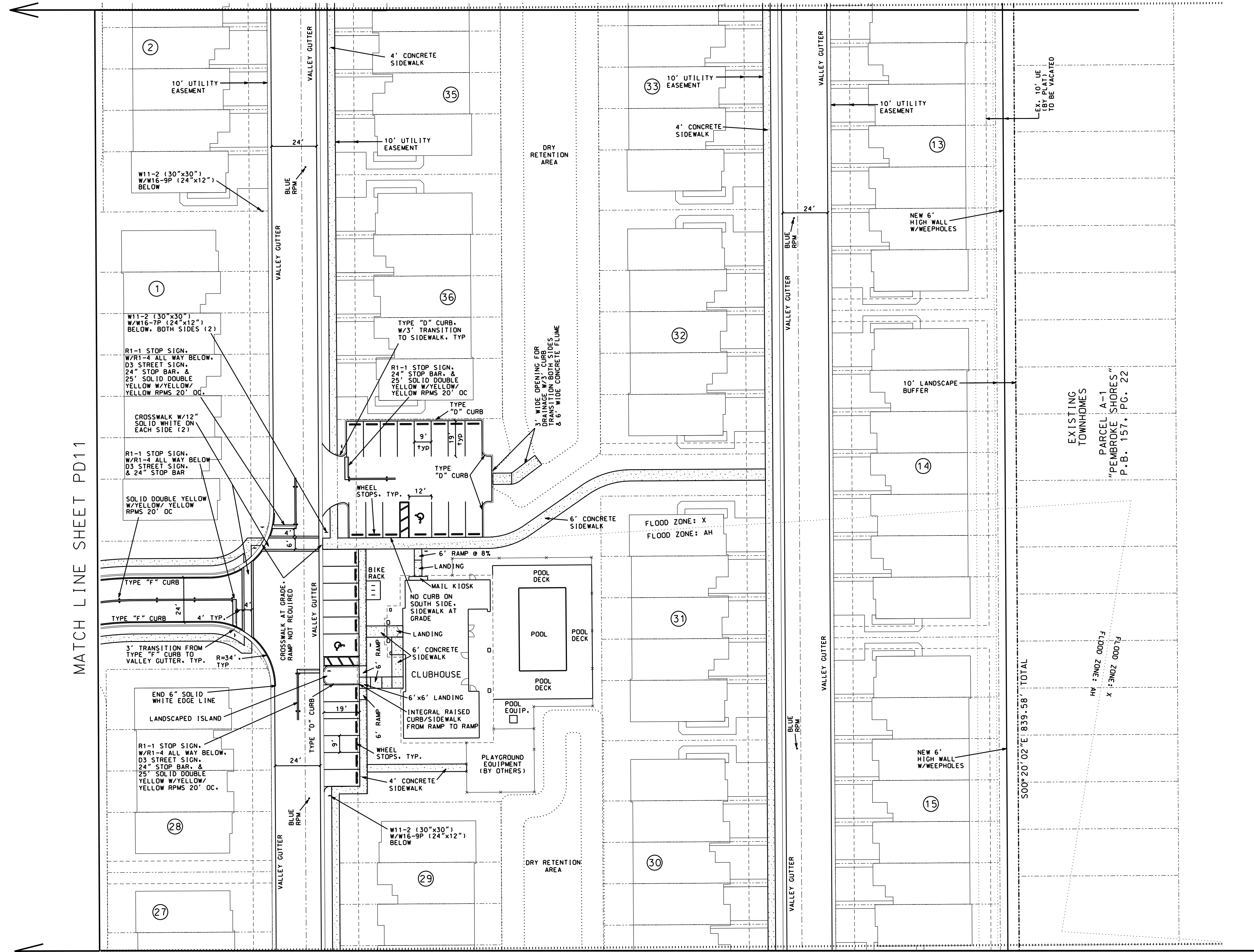
PARCEL A  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE: 1" = 30' DRAWN BY: HEJ CHECKED BY: JJJ APPROVED BY: HEJ		<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td>05-01-20</td> <td>UPDATE PMS &amp; ADD NOTES PER DRC ENG. RAI #1</td> <td></td> <td></td> </tr> <tr> <td>07-01-20</td> <td>UPDATE PMS PER DRC ENG. RAI #2</td> <td></td> <td></td> </tr> </tbody> </table>	DATE	REVISIONS	DATE	REVISIONS	05-01-20	UPDATE PMS & ADD NOTES PER DRC ENG. RAI #1			07-01-20	UPDATE PMS PER DRC ENG. RAI #2			PROJECT:  <b>MERRICK SQUARE</b>	TITLE:  <b>PAVEMENT MARKINGS &amp; CURB LOCATION PLAN (CENTERWEST)</b>	SEAL:  HOWARD JABLON, PE #47514	DATE: 01/15/20 DRAWING NO. 18-0150 SHEET NO. PD11 OF 24
DATE	REVISIONS	DATE	REVISIONS															
05-01-20	UPDATE PMS & ADD NOTES PER DRC ENG. RAI #1																	
07-01-20	UPDATE PMS PER DRC ENG. RAI #2																	
AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET																		

MATCH LINE SHEET PD10



- PAVEMENT MARKINGS & SIGNAGE NOTES:**
1. ALL OFF-SITE PAVEMENT MARKINGS / STRIPING AND PAVEMENT MARKINGS / STRIPING LEADING OFF-SITE SHALL BE REFLECTORIZED THERMOPLASTIC PER THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  2. ALL STREET SIGNS (INCLUDING R1-1) SHALL MEET THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  3. ALL PAVEMENT MARKINGS & SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS", LATEST EDITION, & BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.

- ADA & SIDEWALK NOTES:**
1. ALL SIDEWALK CROSS SLOPES SHALL BE A MAXIMUM OF 2%.
  2. ANY LONGITUDINAL SLOPE STEEPER THAN 5% (20':1') SHALL BE CONSIDERED A RAMP.
  3. THERE SHALL BE NO SLOPES STEEPER THEN 8% (12':1').
  4. ANY RAMP THAT HAS A RISE GREATER THAN 6" OR LONGER THAN 6 FEET SHALL HAVE A HANDRAIL PER ADA SPECIFICATIONS.
  5. ALL BUILDING ENTRANCES SHALL HAVE A 5' LANDING AREA (SLOPE NOT GREATER THAN 2%).
  6. ANY INTERSECTION OF SIDEWALKS SHALL BE FLAT (2% MAX IN BOTH DIRECTIONS).
  7. SIDEWALKS BASE AND SLOPE SHALL BE INSPECTED PRIOR TO FINAL MATERIAL INSTALLATION.
  8. ALL ADA RAMPS SHALL BE CAST IN PLACE, TACTILE DOME MATS AND INSTALLED PER DOT INDEX 304, LATEST EDITION.

**CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:**

MATCH LINE SHEET PD11

MATCH LINE SHEET PD14

- CURB NOTES:**
1. SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

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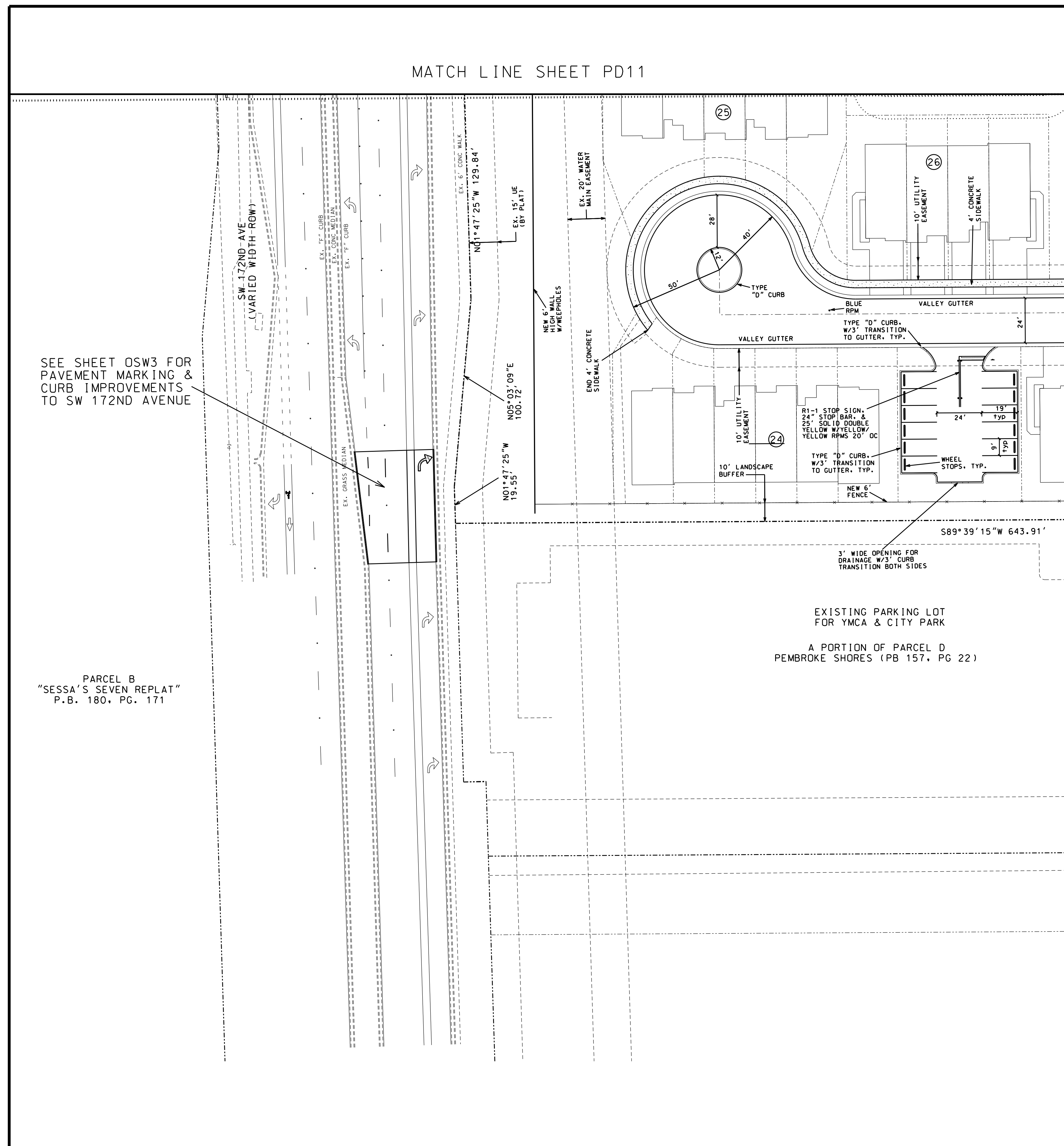
SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 30'	05-01-20	UPDATE PMS & ADD NOTES PER DRC ENG. RAI #1		
	07-01-20	UPDATE PMS PER DRC ENG. RAI #2		
DRAWN BY: HEJ				
CHECKED BY: JJJ				
APPROVED BY: HEJ				

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PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
**PAVEMENT MARKINGS & CURB LOCATION PLAN (CENTEREAST)**

SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO.
	18-0150
	SHEET NO.
	PD12 OF 24



SEE SHEET OSW3 FOR PAVEMENT MARKING & CURB IMPROVEMENTS TO SW 172ND AVENUE

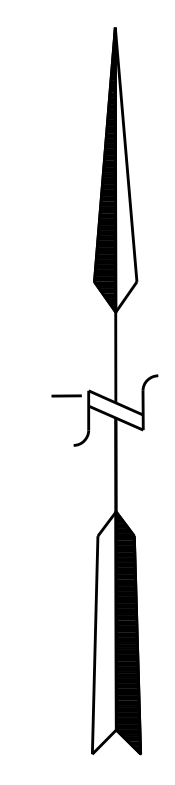
PARCEL B  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171

MATCH LINE SHEET PD11

MATCH LINE SHEET PD14

48 HOURS BEFORE DIGGING  
CALL SUNSHINE  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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- CURB NOTES:
1. SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:

EXISTING PARKING LOT FOR YMCA & CITY PARK  
A PORTION OF PARCEL D  
PEMBROKE SHORES (PB 157, PG 22)

SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 30'	05-01-20	UPDATE PMS & ADD NOTES PER DRG ENG. RAI #1		
DRAWN BY: HEJ				
CHECKED BY: JJ				
APPROVED BY: HEJ				

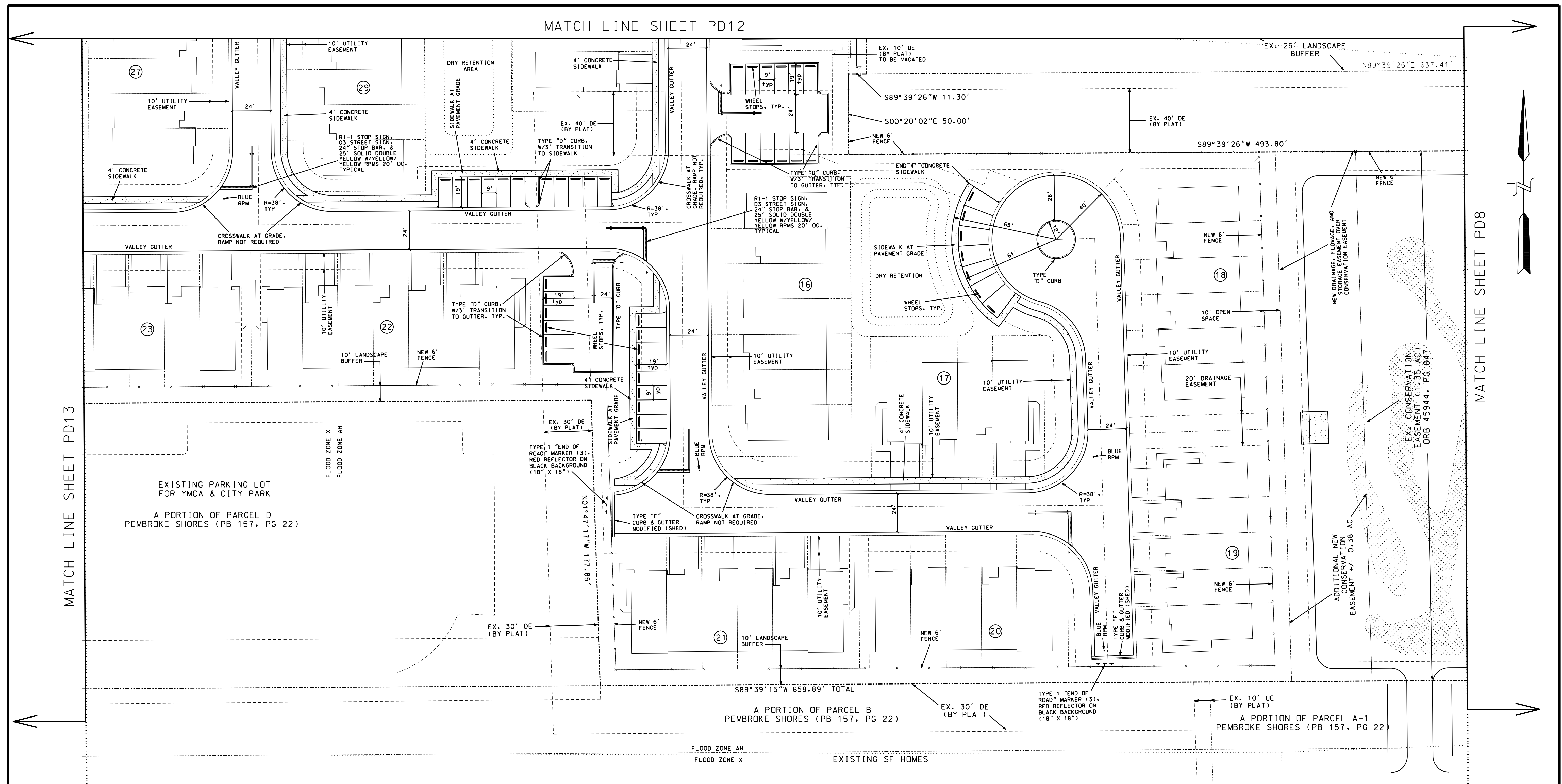
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5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
**PAVEMENT MARKINGS & CURB LOCATION PLAN (SOUTHWEST)**

SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO.
	18-0150
	SHEET NO.
	PD13 OF 24

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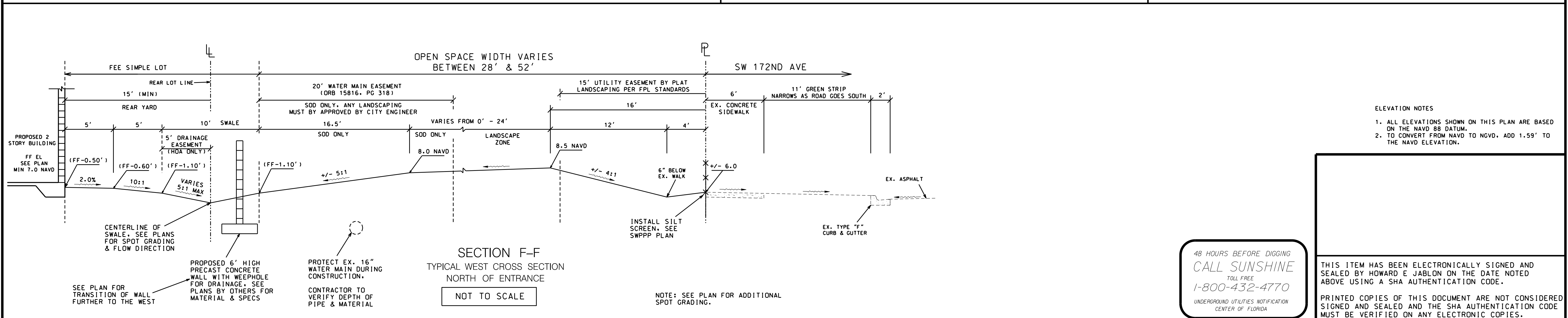
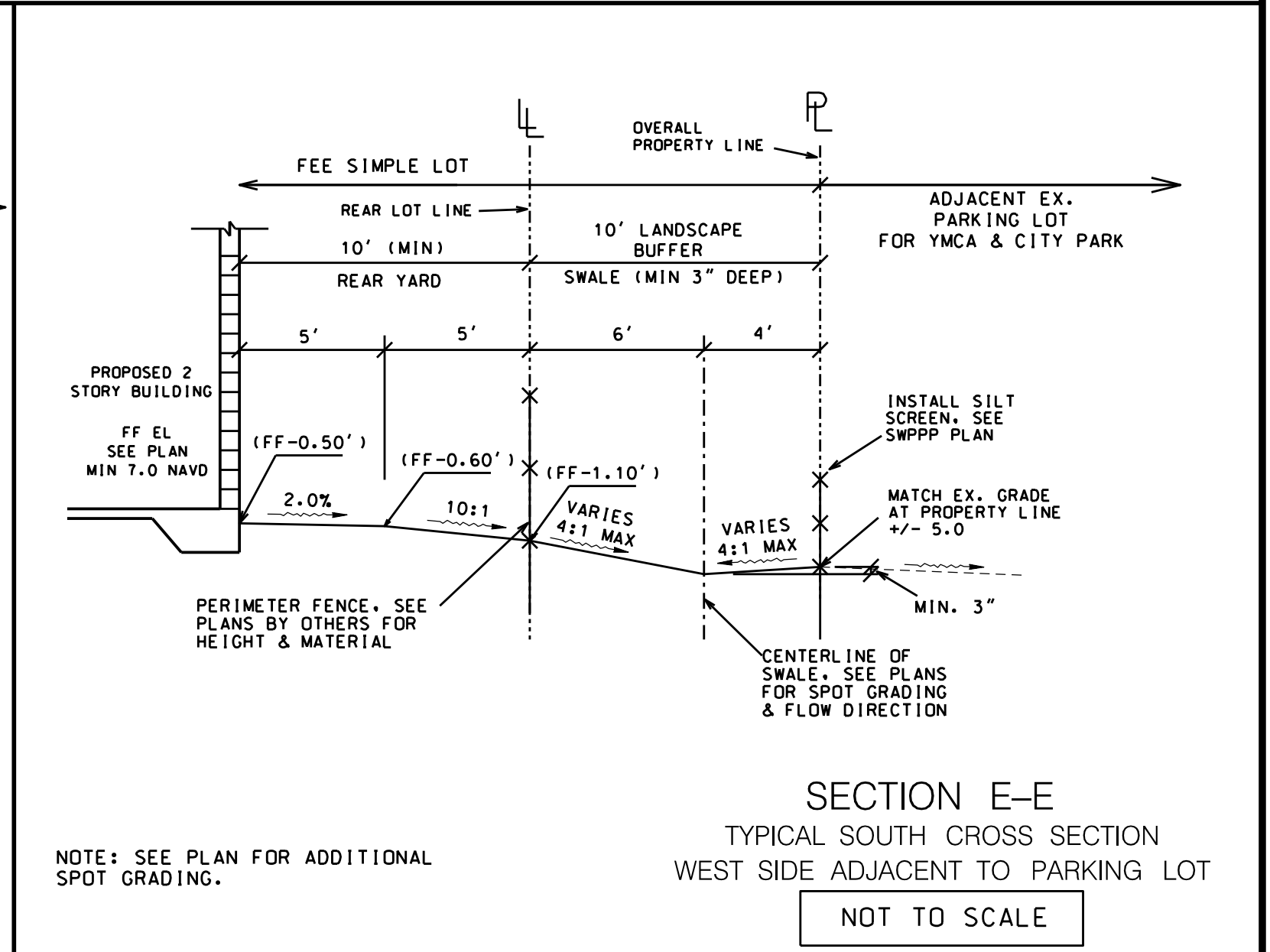
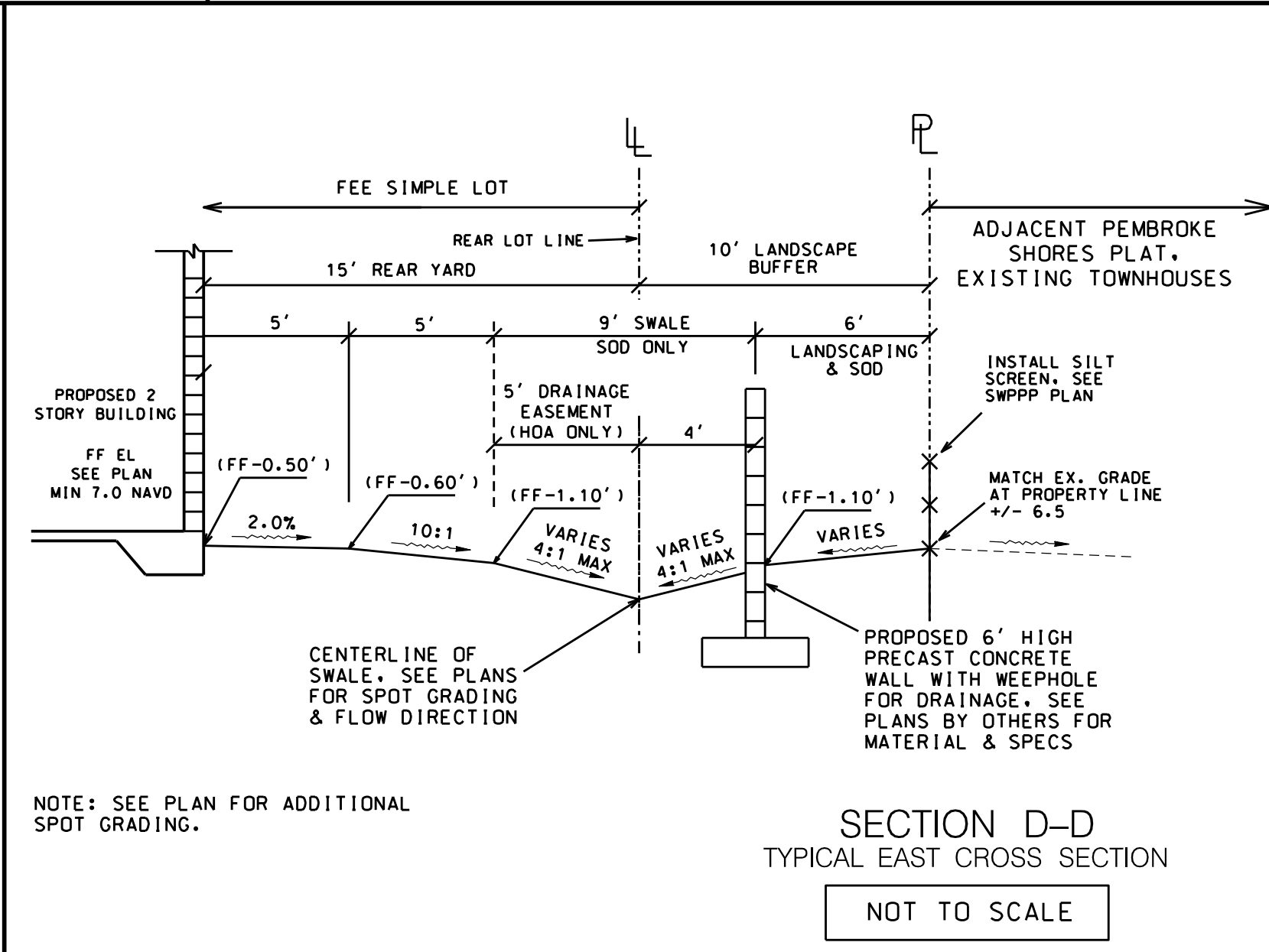
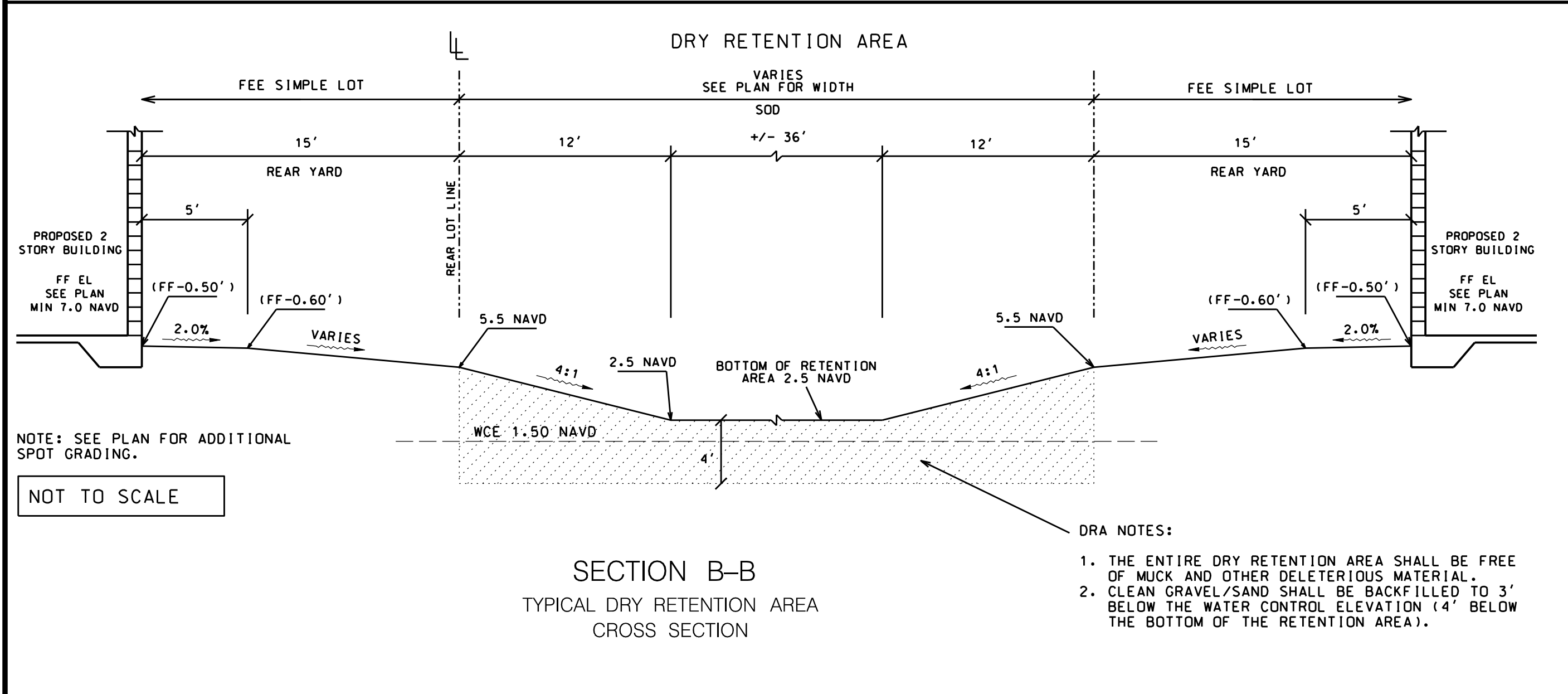
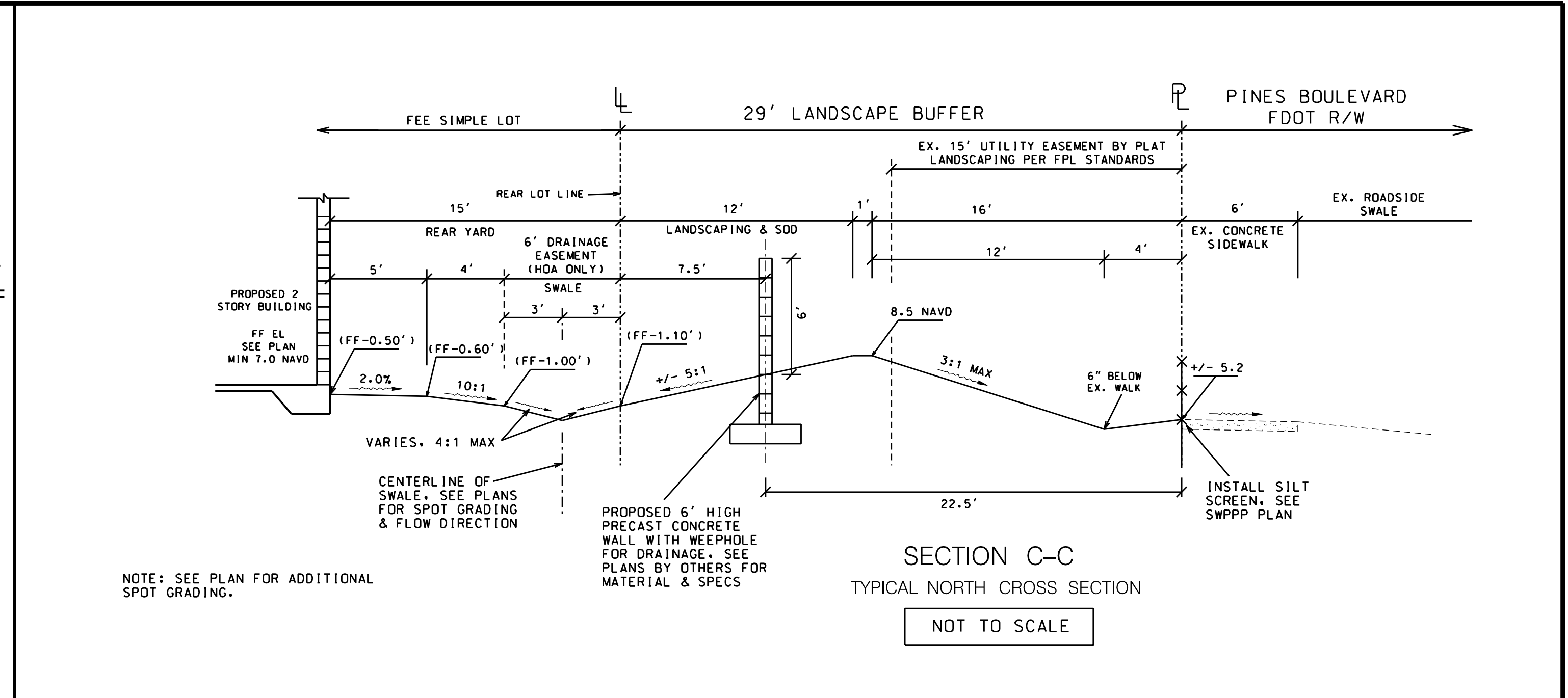
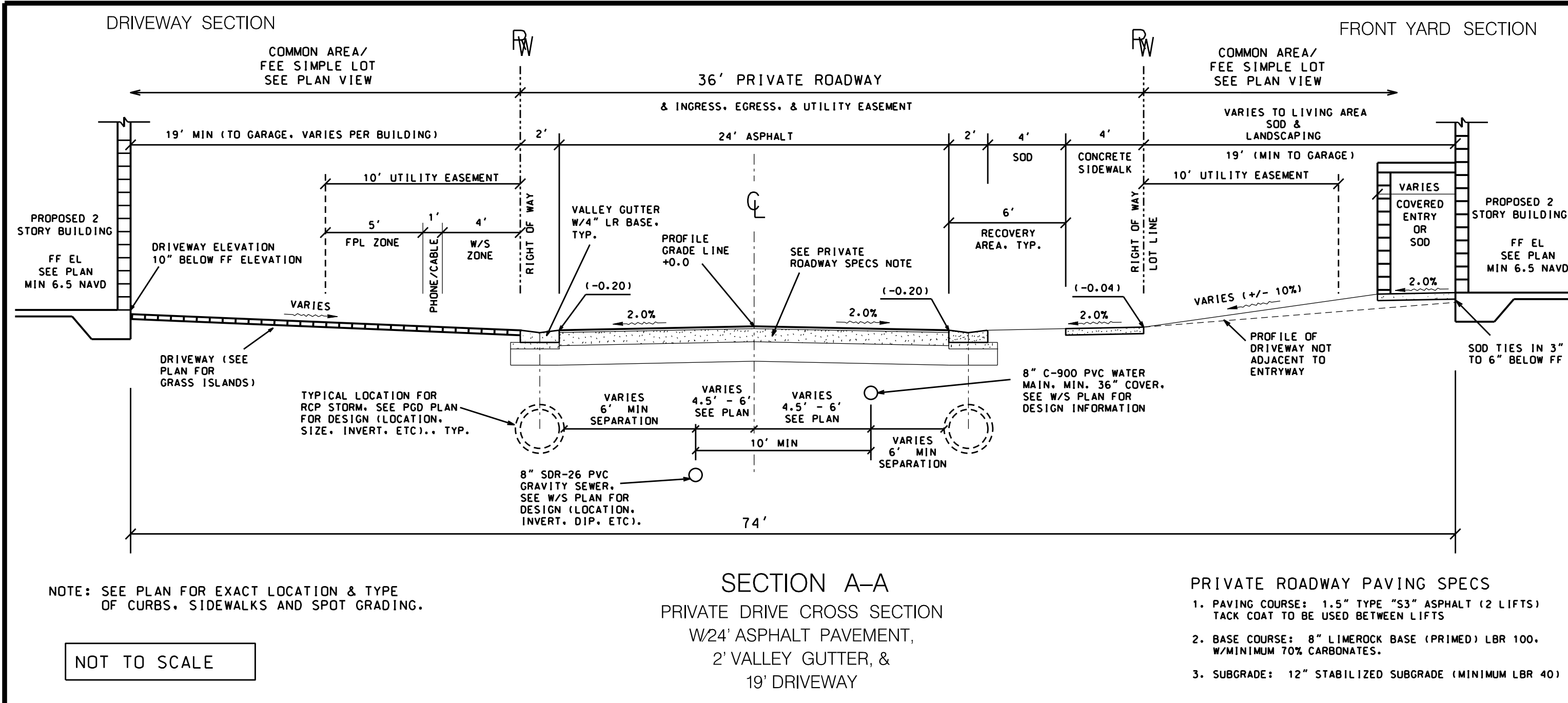
**CITY ACCESSIBILITY AND PAVEMENT MARKINGS AND SIGNAGE REQUIREMENTS NOTES:**  
SEE NOTES ON SHEETS PD09-PD13

- CURB NOTES:**
- SEE PLAN VIEW FOR CURB/GUTTER DESCRIPTIONS & LOCATIONS.

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UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE: 1" = 30'	REVISIONS	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	DATE: 02/20/20	COMMENTS: ADD D. F. & S. EASEMENT PER S800	AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	MERRICK SQUARE	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJJ	DATE: 05-01-20	COMMENTS: UPDATE PMS & ADA NOTES PER DRC ENG. RAI #1				DRAWING NO. 18-0150
APPROVED BY: HEJ						SHEET NO. PD14 OF 24
				PAVEMENT MARKINGS & CURB LOCATION PLAN (SOUTHEAST)		

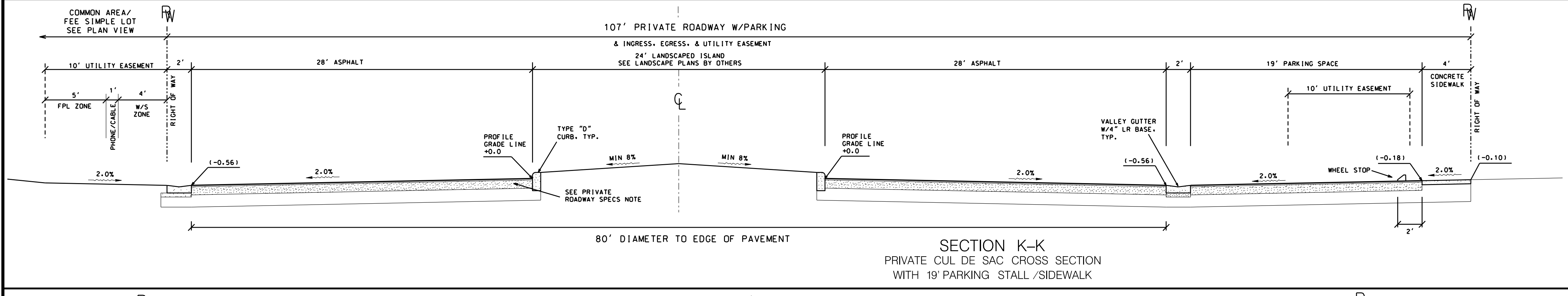
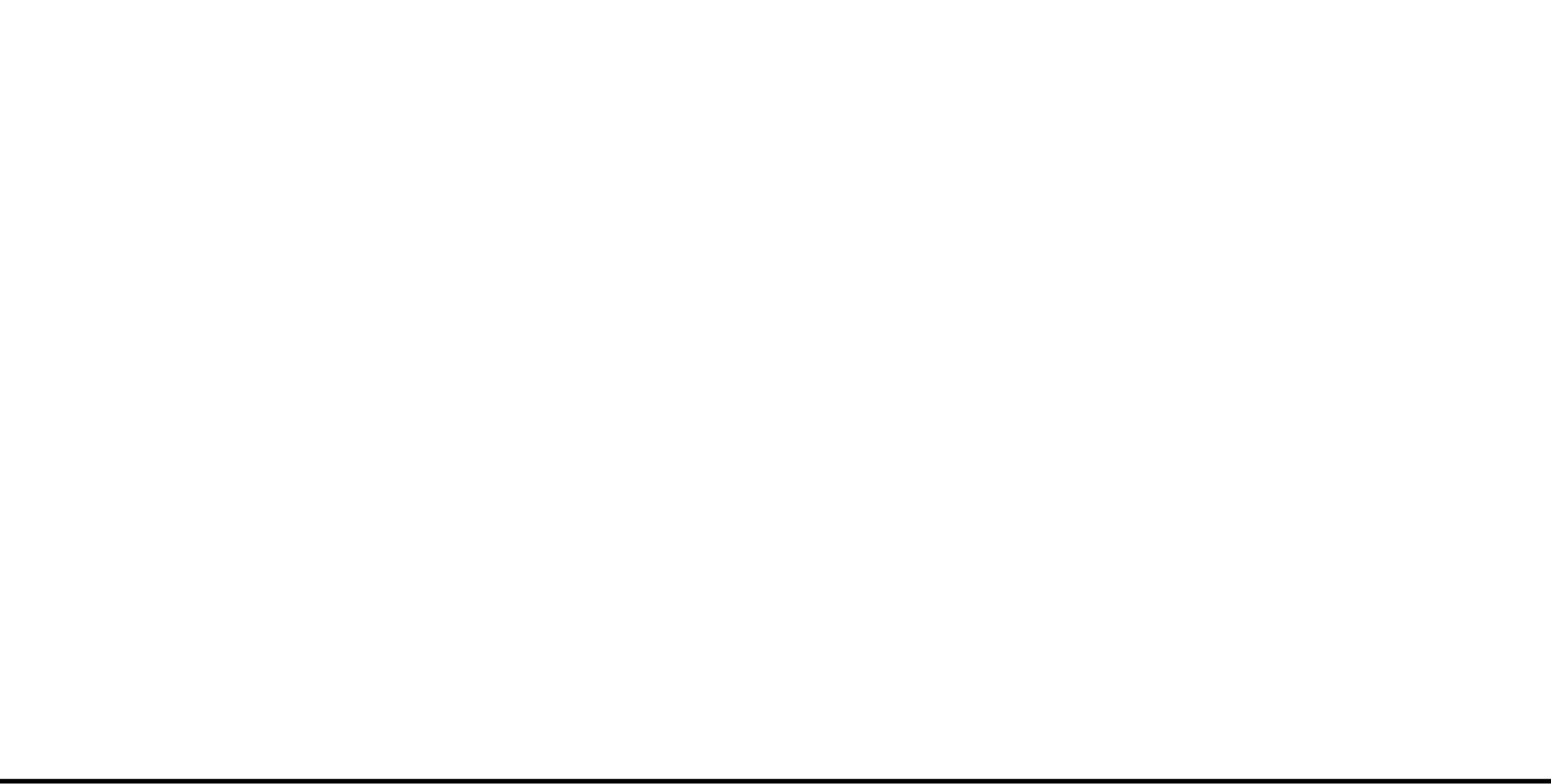
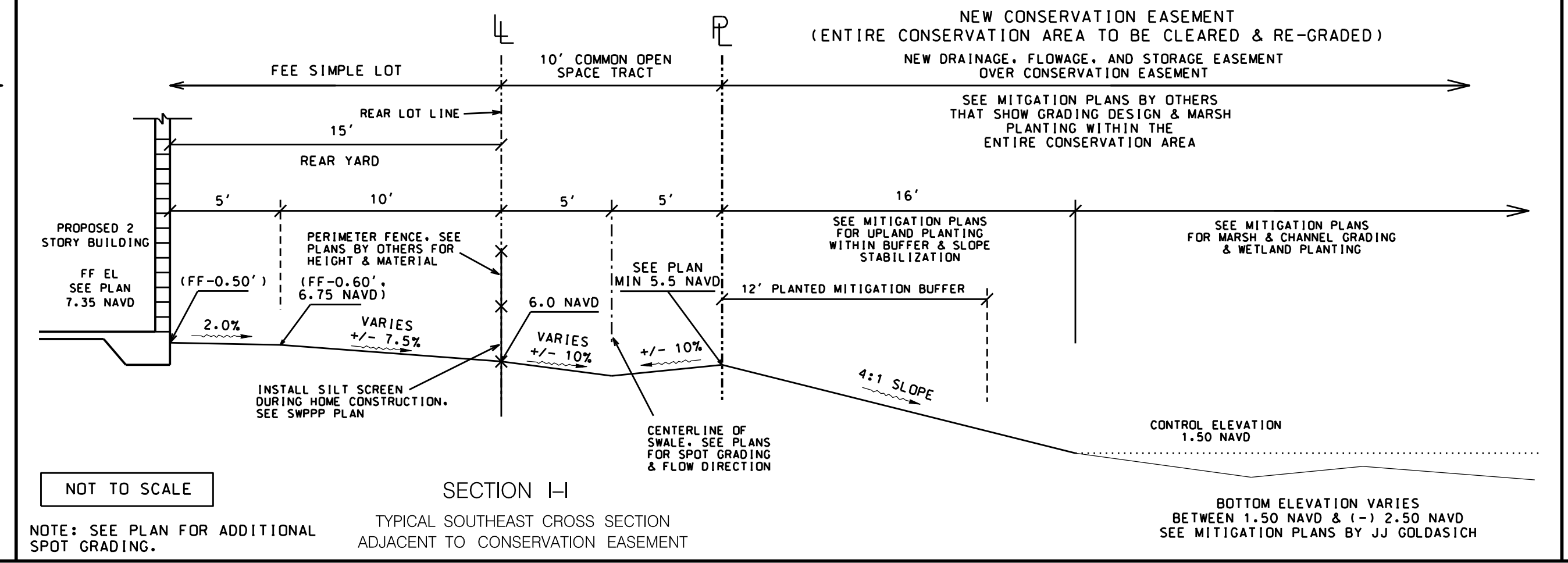
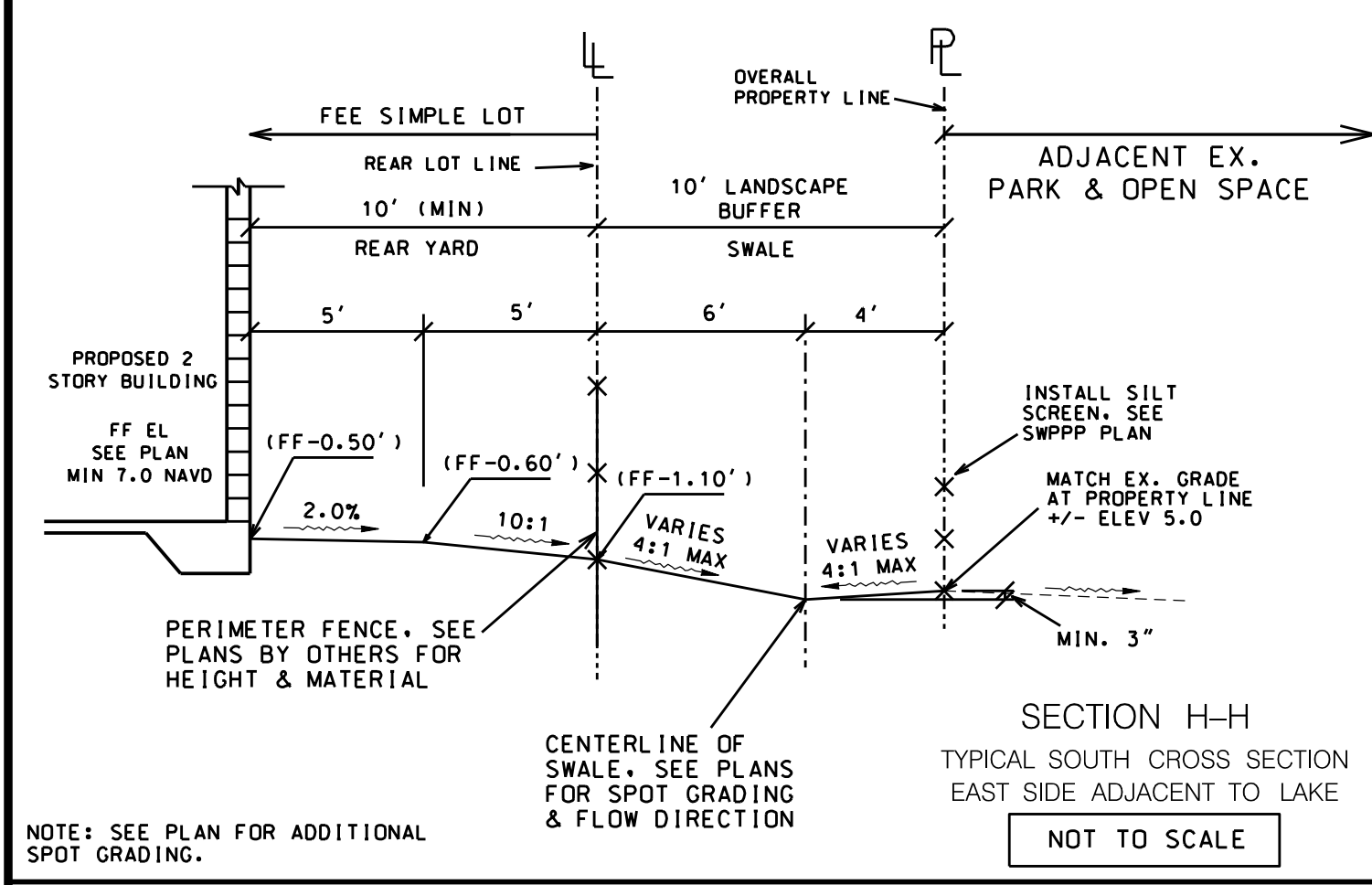
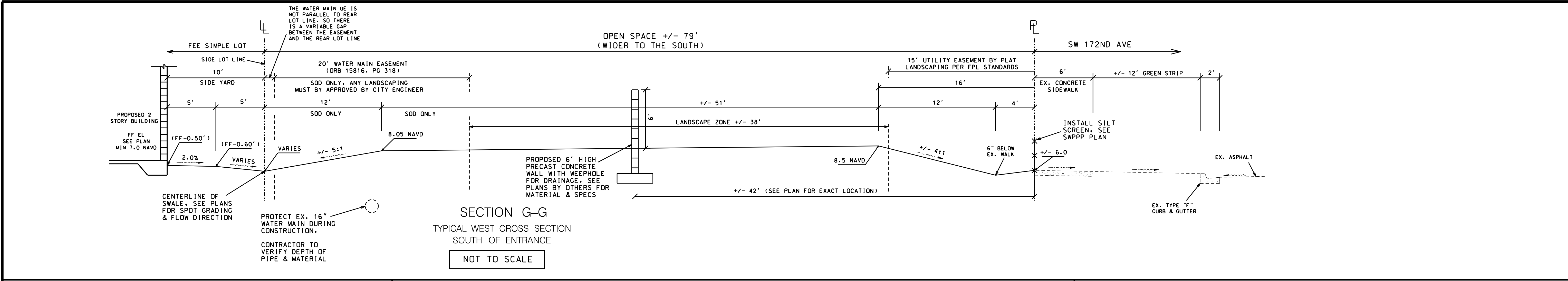


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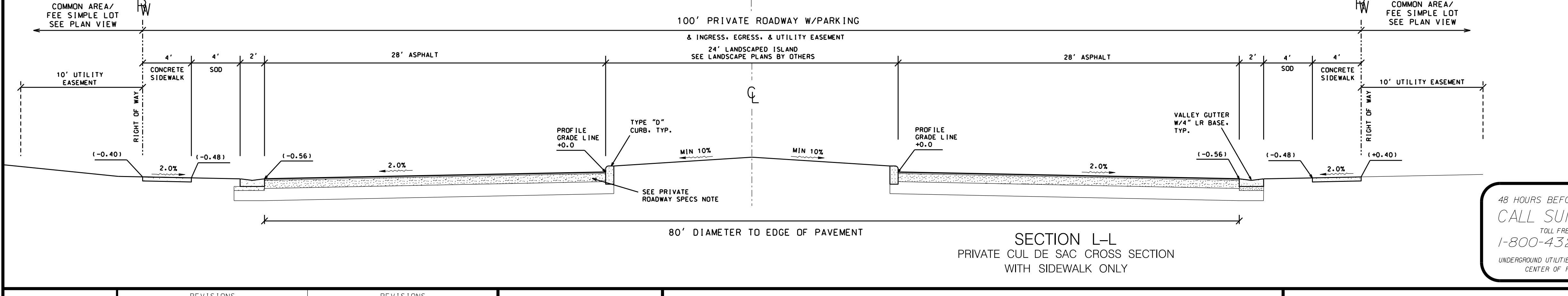
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SCALE: NA	REVISIONS	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	DATE	COMMENTS	AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	<b>MERRICK SQUARE</b>	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJJ						DRAWING NO. 18-0150
APPROVED BY: HEJ						SHEET NO. PD15 OF 24





- PRIVATE ROADWAY PAVING SPECS**
- PAVING COURSE: 1.5" TYPE "S3" ASPHALT (2 LIFTS) TACK COAT TO BE USED BETWEEN LIFTS
  - BASE COURSE: 8" LIMEROCK BASE (PRIMED) LBR 100, W/MINIMUM 70% CARBONATES.
  - SUBGRADE: 12" STABILIZED SUBGRADE (MINIMUM LBR 40)
- NOTE: SEE PLAN FOR EXACT LOCATION & TYPE OF CURBS, SIDEWALKS AND SPOT GRADING.
- NOT TO SCALE



- ELEVATION NOTES**
- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
  - TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.
- 48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA
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SCALE:	DATE	REVISIONS	DATE	REVISIONS
NA				
DRAWN BY: HEJ	02/20/20	ADD D. F. & S. EASEMENT TO SECTION I-I & J-J		
CHECKED BY: JJJ	05-01-20	UPDATE PER CITY DEC #1, SPOD RAI #1		
APPROVED BY: HEJ	09-01-20	MOVE SECTION J-J TO SHEET P024 PER SPNO MITIGATION GRADING		

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PROJECT:  
**MERRICK SQUARE**

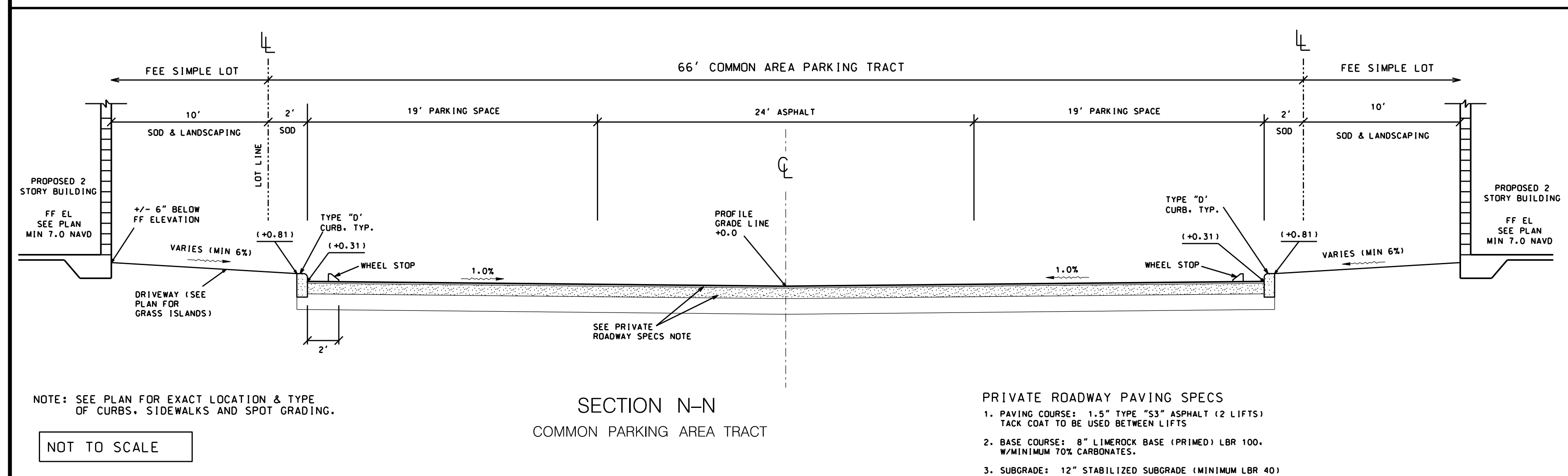
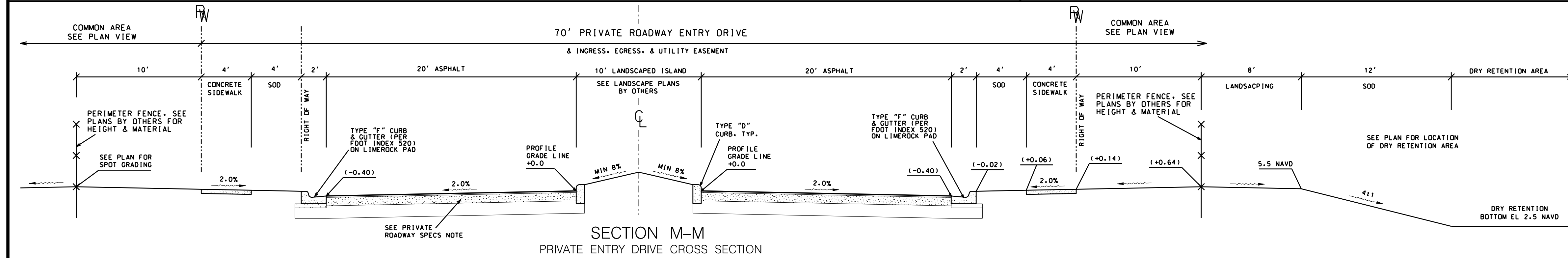
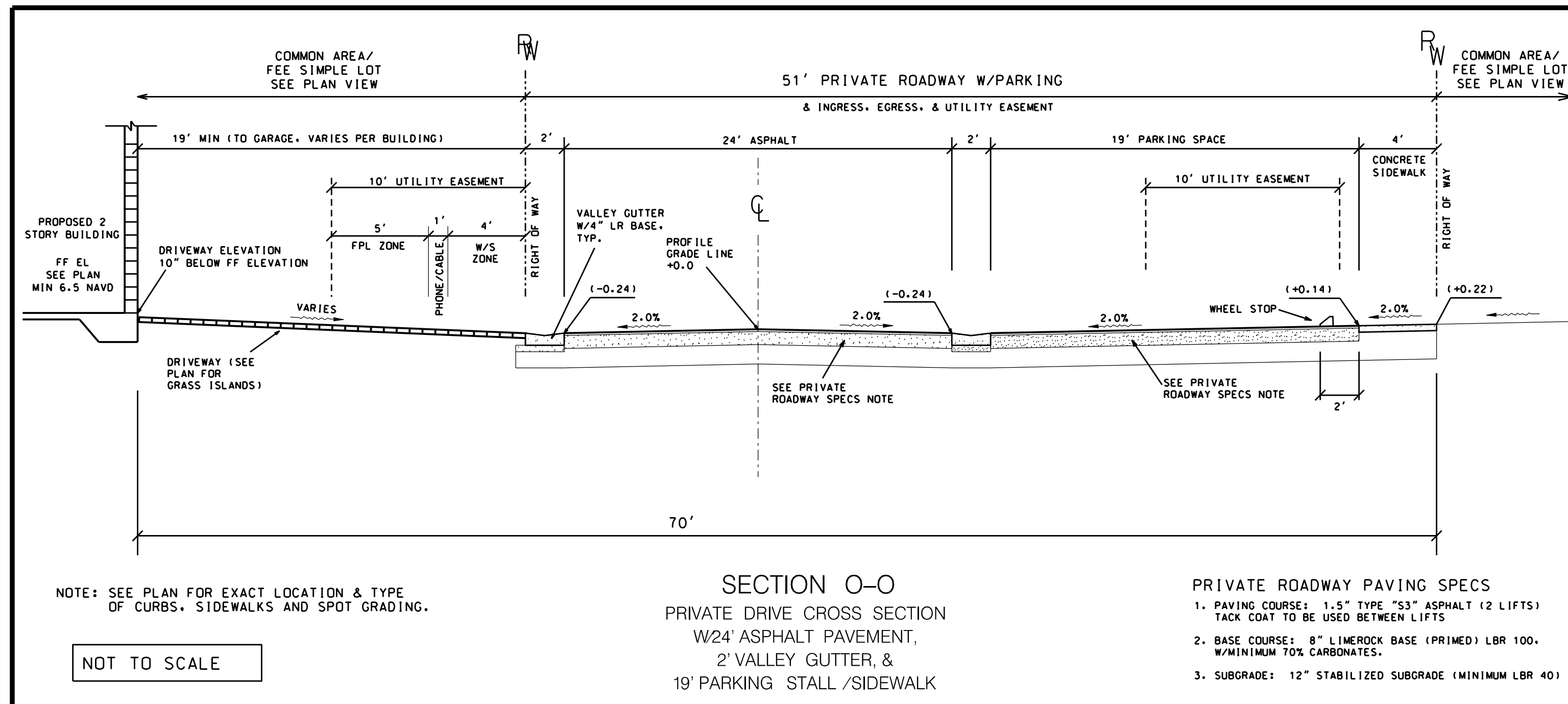
TITLE:  
**PAVING & GRADING  
CROSS SECTIONS**

SEAL:  
HOWARD JABLON, PE  
#47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD16 OF 24



**ELEVATION NOTES**  
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2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
NA				
DRAWN BY: HEJ	02/20/20	ADD D. F. & S EASEMENT TO SECTION PP PER SBDD		
CHECKED BY: JJ	05-01-20	UPDATE PER CITY DEC #1		
APPROVED BY: HEJ	09-01-20	MOVE SECTION PP TO SHEET PD24 PER SPNO MITIGATION GRADING		

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ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
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PROJECT:  
**MERRICK SQUARE**

TITLE:  
**PAVING & GRADING  
CROSS SECTIONS**

SEAL:  
HOWARD JABLON, PE  
#47514

DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD17 OF 24

CITY OF PEMBROKE PINES  
ENGINEERING/UTILITIES DIVISION  
APPROVED: J.M. REVISIONS: 12/07/18  
DATE: 11/05/99

STANDARD ROAD DETAIL  
SIDEWALK CONSTRUCTION

**TABLE OF SIDEWALK JOINTS**

LOCATION/APPLICATION	THICKNESS - "T"
A P.C. AND P.T. OF CURVES AND JUNCTION OF EXISTING AND NEW SIDEWALK.	4"
B 5'-0" CENTER TO CENTER ON SIDEWALK.	4"
C WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, SIMILAR STRUCTURES AND WHERE RUN OF SIDEWALK EXCEEDS 120'	6"

**TABLE OF SIDEWALK THICKNESS - "T"**

LOCATION	T
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

**NOTES:**

- CONCRETE SHALL BE CLASS 1 WITH MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS.
- PLACE #10/10 6x6 WIRE MESH IN THE PORTION OF THE SIDEWALK THAT CROSSES A DRIVEWAY.
- SIDEWALK LONGITUDINAL AND CROSS SLOPES SHALL MEET A.D.A. STANDARDS.
- SIDEWALK CURB RAMPS SHALL BE PROVIDED AT ALL DESIGNATED PEDESTRIAN CROSSING AT INTERSECTIONS PER F.D.O.T. INDEX NO. 304.
- THE VERTICAL DEVIATION OF THE COVER/LID OF A GIVEN UTILITY BOX/STRUCTURE SHALL NOT BE MORE THAN A 1/4" DIFFERENCE IN HEIGHT/ELEVATION OF THE FINISHED SIDEWALK SURFACE AND SHALL BE "PEDESTRIAN FRIENDLY APPROVED".

**R-28**

CITY OF PEMBROKE PINES  
ENGINEERING/UTILITIES DIVISION  
APPROVED: J.M. REVISIONS: 6/16/20, 11/06/19  
DATE: 11/05/99

STANDARD ROAD DETAIL  
PAVEMENT RESTORATION FOR LOCAL ROADS AND PARKING LOTS

**NOTES:**

- REFER TO CITY STANDARDS G-1 AND R-44 FOR ADDITIONAL INFORMATION ON TRENCH BACKFILL.

**R-38**

CITY OF PEMBROKE PINES  
ENGINEERING/UTILITIES DIVISION  
APPROVED: K.M.K. REVISIONS: 8/18/20, 02/05/20  
DATE: 10/30/19

STANDARD ROAD DETAIL  
TYPICAL TRENCH BACKFILL

**NOTES:**

- MAXIMUM DENSITY SHALL BE DETERMINED BY AASHTO T-180.
- MAXIMUM DEPTH TO BOTTOM OF PRESSURE MAINS SHALL NOT EXCEED SIX (6) FEET UNLESS OTHERWISE APPROVED BY THE CITY OF PEMBROKE PINES UTILITY DEPARTMENT.
- MAXIMUM WATER LEVEL IN TRENCH SHALL BE MAINTAINED AT BOTTOM OF 'BEDDING MATERIAL' UNLESS SOIL LAND WATER TABLE CONDITIONS DICTATE OTHERWISE. THEN AN ALTERNATE METHOD OF CONTROLLING THE WATER LEVEL IN THE TRENCH AND/OR ALTERNATE METHOD OF INSTALLATION IN 'WET CONDITIONS' SHALL BE PROPOSED BY CONTRACTOR AND ENGINEER AND APPROVED BY CITY'S FIELD REPRESENTATIVE FOR FIELD USE.

**R-44**

**\*ASPHALTIC CONCRETE PAVEMENT NOTE\***  
TYPE S-3 LIFT THICKNESS 3/4" MIN. TO 1" MAX.  
TYPE S-1 LIFT THICKNESS 1-1/4" MIN. TO 2" MAX.  
FOR MINIMUM PAVEMENT THICKNESS OF 1-1/2" USE TWO 3/4" LIFTS OF TYPE S-3 A.C.

**NOTES:**

- STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRING LINED FOR GRADE AND PASS ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF LIMEROCK BASE. AREAS BELOW DESIGN GRADE MAY BE CORRECTED BY PLACEMENT OF ADDITIONAL LIMEROCK MATERIAL. AREAS ABOVE DESIGN GRADE MUST BE CORRECTED AND REINSPECTED PRIOR TO LIMEROCK PLACEMENT.
- LIMEROCK BASE FOR ROADWAYS AND PARKING LOTS SHALL BE A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM. BASE THICKNESS GREATER THAN 8" SHALL BE PLACED IN EQUAL LIFTS NOT EXCEEDING 6".
- PRIME COAT SHALL BE APPLIED TO ALL FINISHED LIMEROCK BASE SURFACES AFTER BOARDING AND DENSITY INSPECTIONS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS.
- TACK COAT SHALL BE PLACED AS REQUIRED ON EXISTING ASPHALT SURFACES BEFORE APPLICATION OF AN OVERBUILD LAYER AND TO NEW SURFACES BETWEEN LIFTS. APPLICATION RATES AND MATERIALS SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS.
- FINAL PAVEMENT LIFT CANNOT BE PLACED UNTIL ALL PROJECT LANDSCAPING IS IN PLACE AND THE IRRIGATION SYSTEM IS INSTALLED AND APPROVED.

**ASPHALTIC CONCRETE PAVEMENT DETAIL  
MINOR ROADWAYS AND PARKING LOTS**  
NOT TO SCALE

**NOTES:**

- STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40 AND IS REQUIRED FOR ALL NEW PAVEMENT CONSTRUCTION. ALL STABILIZED SUBGRADE SHALL BE STRING LINED FOR GRADE AND PASS ALL REQUIRED DENSITY TESTING PRIOR TO PLACEMENT OF CONCRETE PAVEMENT. ALL AREAS FOUND TO BE ABOVE OR BELOW THE DESIGN GRADE MUST BE CORRECTED AND REINSPECTED PRIOR TO CONCRETE PAVEMENT CONSTRUCTION.
- CONCRETE PAVEMENT SHALL ACHIEVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
- DESIGN OF CONSTRUCTION, EXPANSION AND CONTRACTION JOINTS AND LOCATIONS SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER. DESIGN SHALL PROVIDE UNIFORM SPACING AND ACHIEVE CONTROLLED CRACKING. EXPANSION JOINTS ARE REQUIRED WHERE THE CONCRETE PAVEMENT MEETS CURBING.
- ALL CONCRETE PAVEMENT SHALL BE CURED IN ACCORDANCE WITH FOOT SPECIFICATIONS AND SHALL HAVE A BROOM FINISH.
- COLOR AND/OR STAMPED CONCRETE PAVEMENT WILL REQUIRE CITY APPROVAL OF BOTH THE COLOR AND STAMP PATTERN.
- CONCRETE PAVEMENT SHALL BE SAWCUT ALONG ALL CITY OF PEMBROKE PINES EASEMENT LINES.
- USE OF CONCRETE PAVEMENT TO BE APPROVED BY THE CITY OF PEMBROKE PINES.

**CONCRETE PAVEMENT DETAIL  
MINOR ROADWAYS AND PARKING LOTS**  
NOT TO SCALE

CITY OF PEMBROKE PINES  
ENGINEERING/UTILITIES DIVISION  
APPROVED: J.M. REVISIONS: 12/07/18  
DATE: 11/05/99

STANDARD ROAD DETAIL  
SIDEWALK CONSTRUCTION

**TABLE OF SIDEWALK JOINTS**

LOCATION/APPLICATION	THICKNESS - "T"
A P.C. AND P.T. OF CURVES AND JUNCTION OF EXISTING AND NEW SIDEWALK.	4"
B 5'-0" CENTER TO CENTER ON SIDEWALK.	4"
C WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, SIMILAR STRUCTURES AND WHERE RUN OF SIDEWALK EXCEEDS 120'	6"

**TABLE OF SIDEWALK THICKNESS - "T"**

LOCATION	T
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

**NOTES:**

- CONCRETE SHALL BE CLASS 1 WITH MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI AT 28 DAYS.
- PLACE #10/10 6x6 WIRE MESH IN THE PORTION OF THE SIDEWALK THAT CROSSES A DRIVEWAY.
- SIDEWALK LONGITUDINAL AND CROSS SLOPES SHALL MEET A.D.A. STANDARDS.
- SIDEWALK CURB RAMPS SHALL BE PROVIDED AT ALL DESIGNATED PEDESTRIAN CROSSING AT INTERSECTIONS PER F.D.O.T. INDEX NO. 304.
- THE VERTICAL DEVIATION OF THE COVER/LID OF A GIVEN UTILITY BOX/STRUCTURE SHALL NOT BE MORE THAN A 1/4" DIFFERENCE IN HEIGHT/ELEVATION OF THE FINISHED SIDEWALK SURFACE AND SHALL BE "PEDESTRIAN FRIENDLY APPROVED".

**R-28**

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E. JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.

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SCALE: NA	REVISIONS	REVISIONS	
DATE	COMMENTS	DATE	COMMENTS
05-01-2018	UPDATE DETAILS PER DEC. ENGINEERING RAI #1		
07-01-2018	UPDATE DETAILS PER DEC. ENG. RAI #2		
CHECKED BY: J.J.			
APPROVED BY: H.E.J.			

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT: **MERRICK SQUARE**

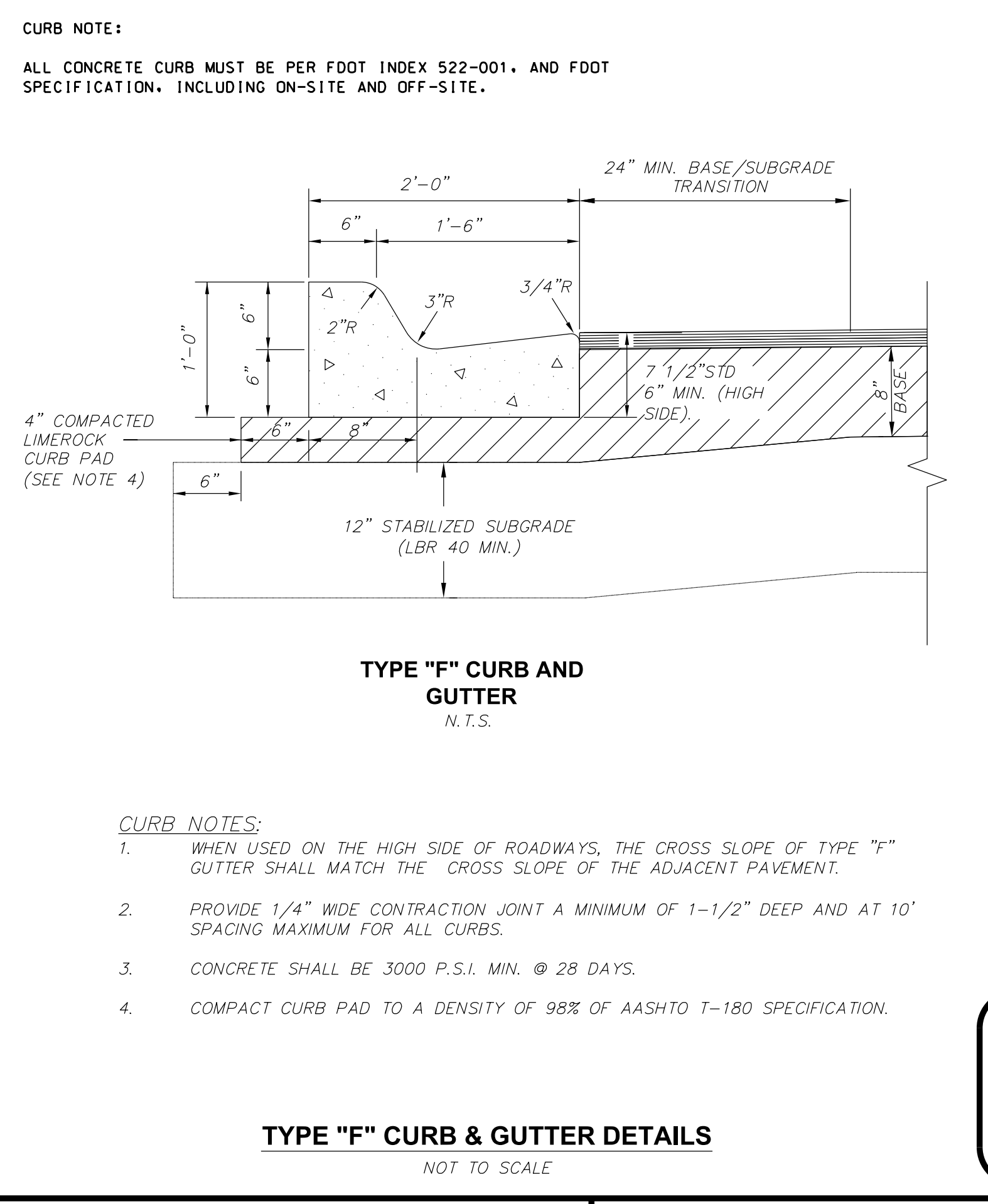
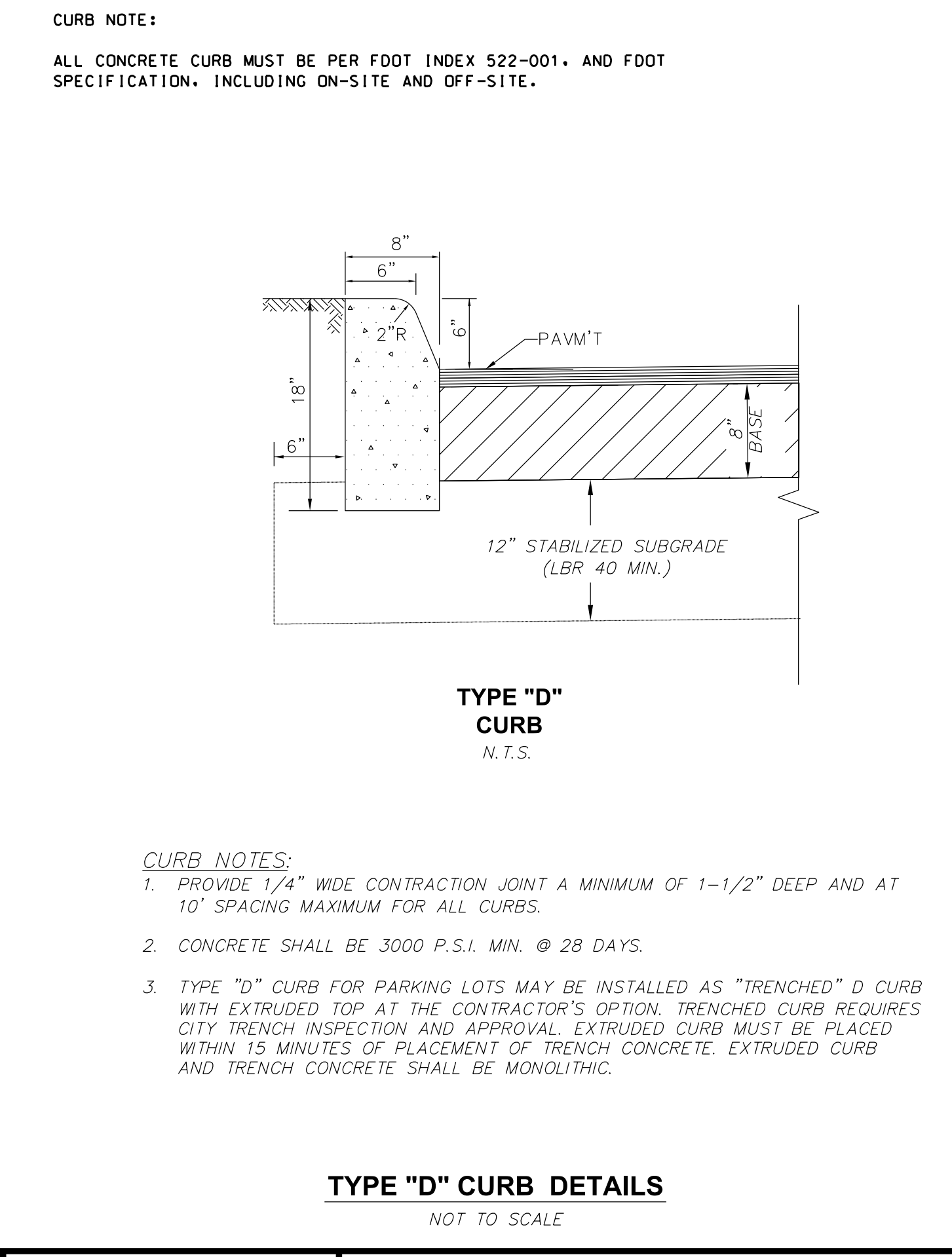
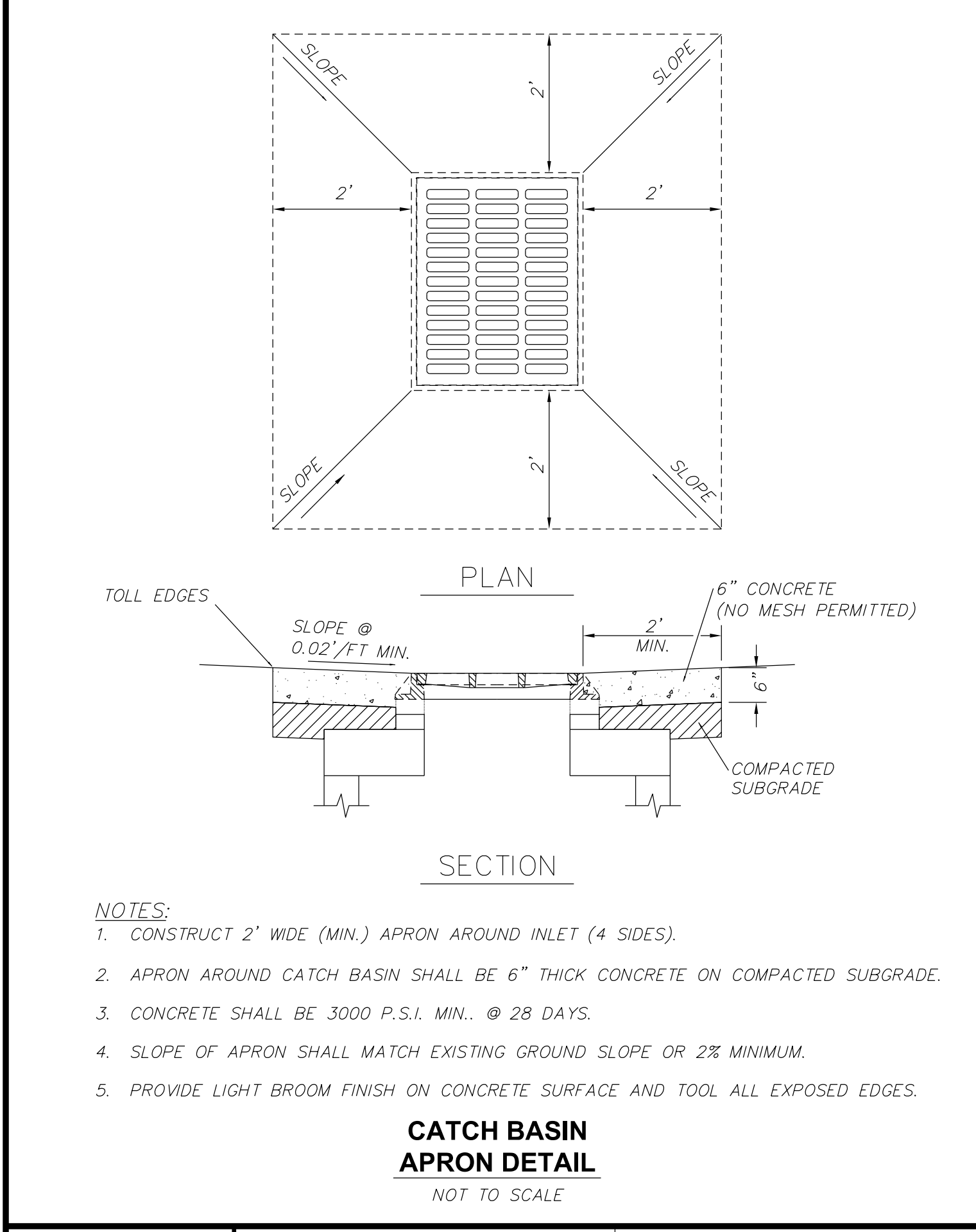
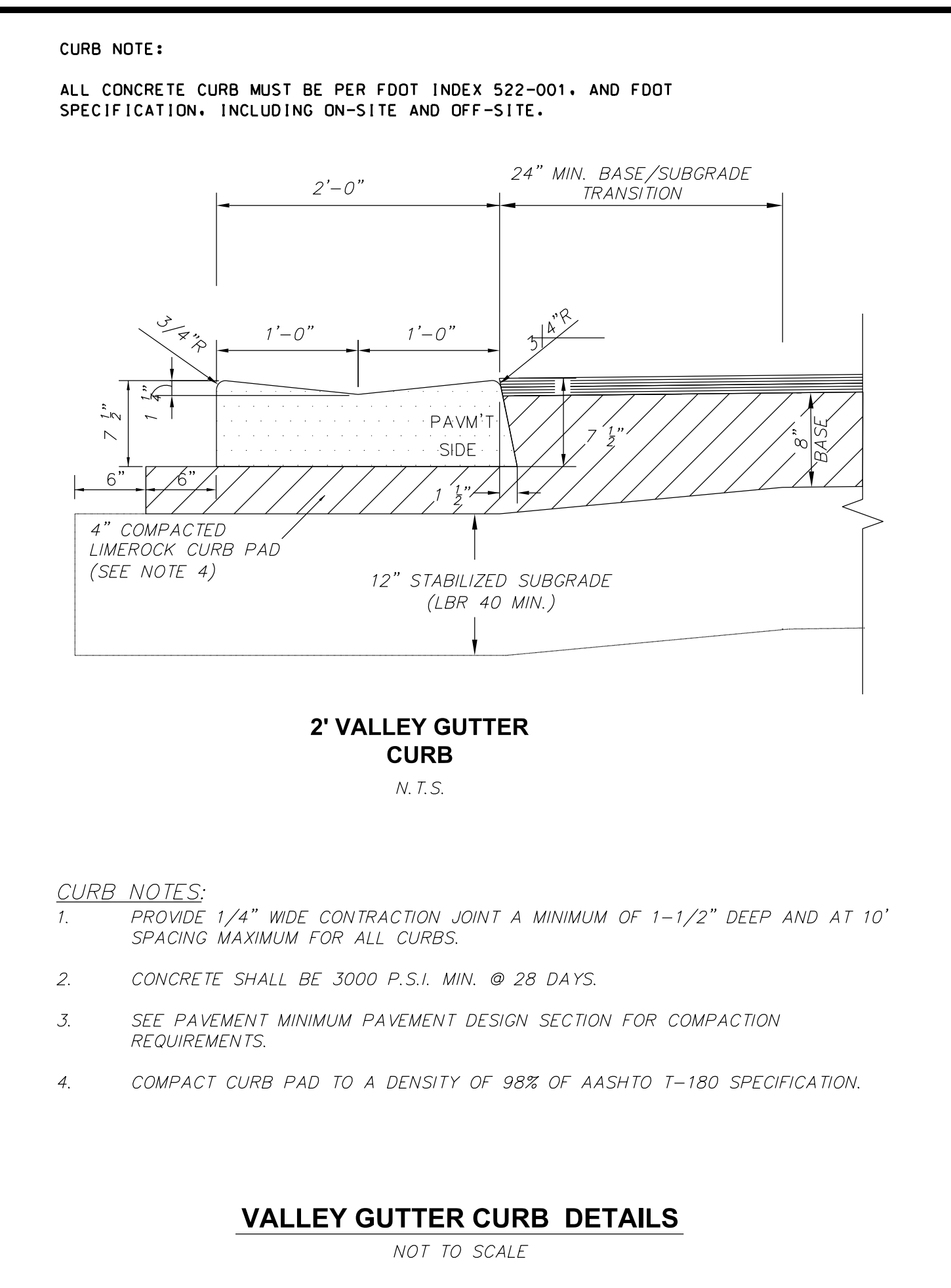
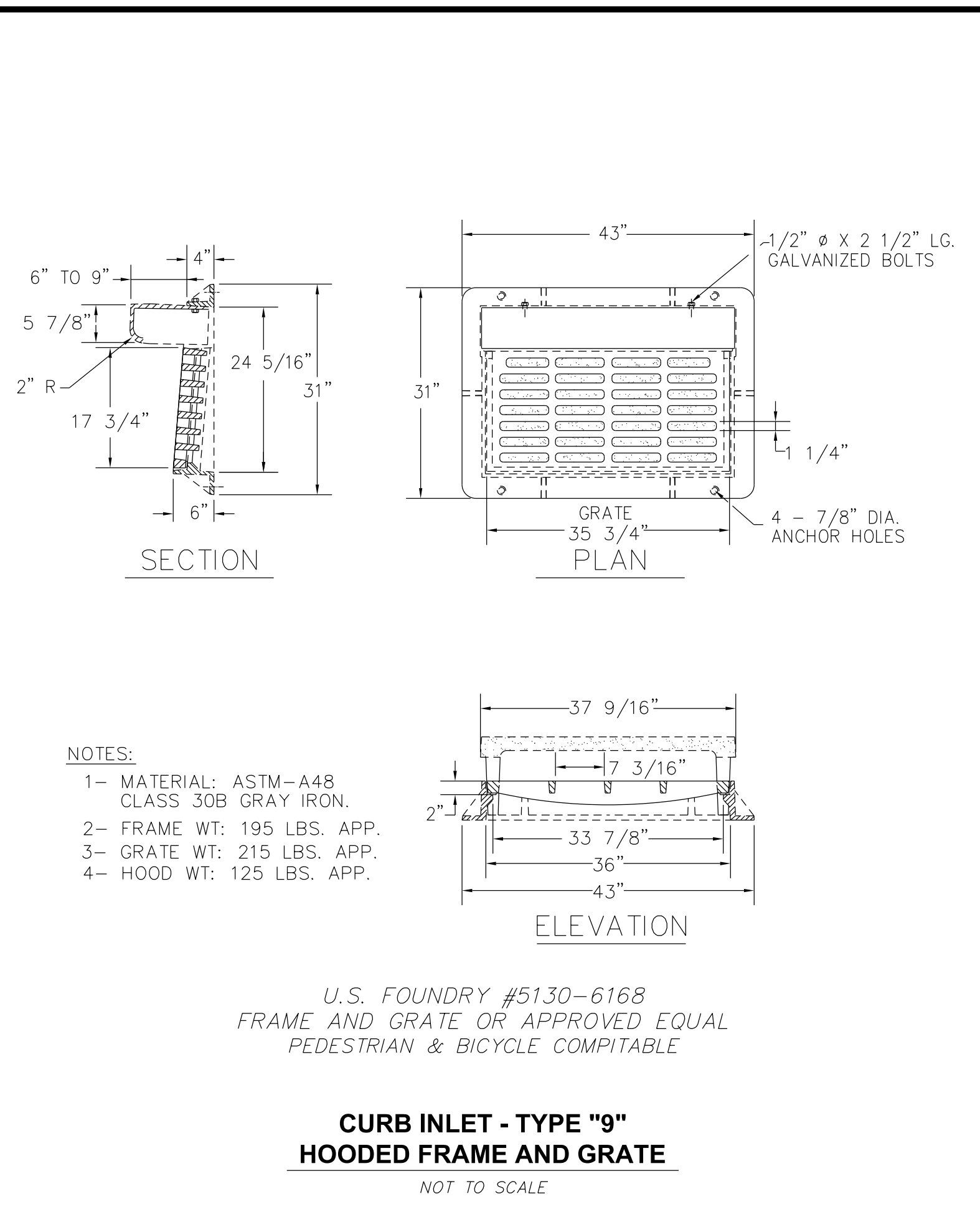
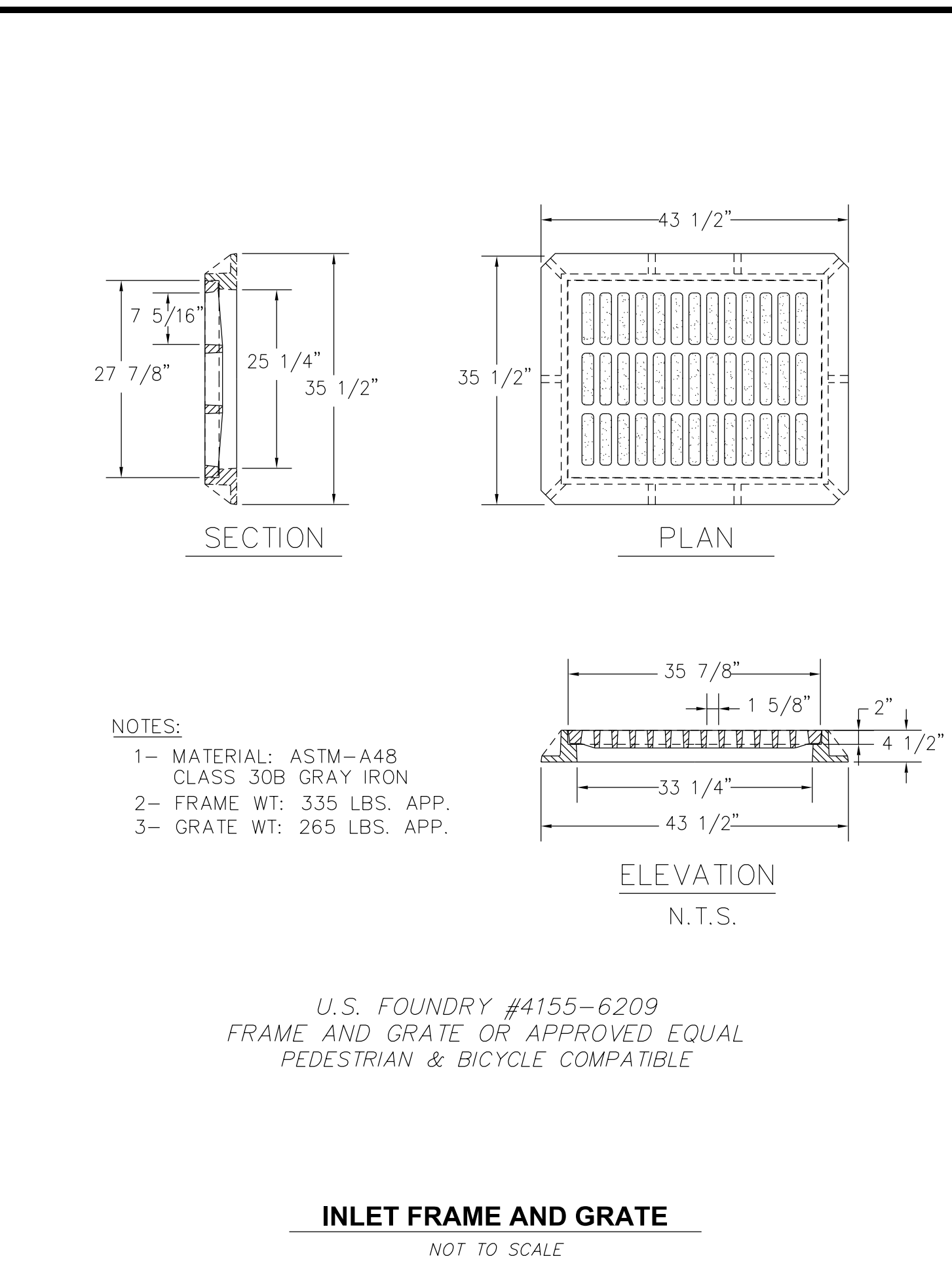
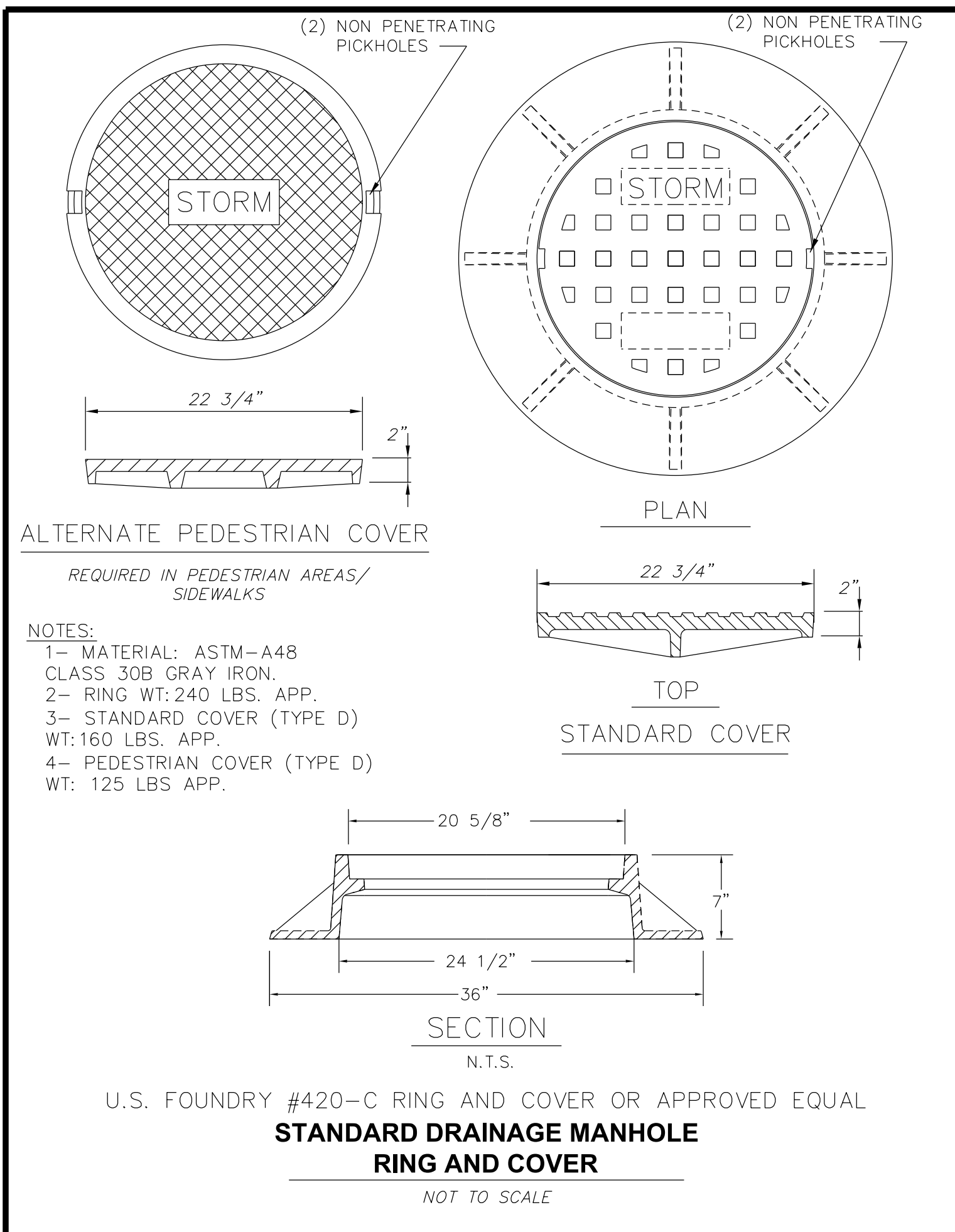
TITLE: **PAVING, GRADING, & DRAINAGE DETAILS**

SEAL: HOWARD E. JABLON, PE #47514

DATE: 01/15/20

DRAWING NO. 18-0150

SHEET NO. PD18 OF 24



**ELEVATION NOTES**  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
NA	05-01-20	UPDATE CURB & GUTTER DETAILS PER DRC ENG. RAI #1		
	07/01/23	REMOVE HEADER CURB DETAIL PER CIVIL ENG FOR SP RAI #2		
DRAWN BY: HEJ				
CHECKED BY: JJ				
APPROVED BY: HEJ				

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

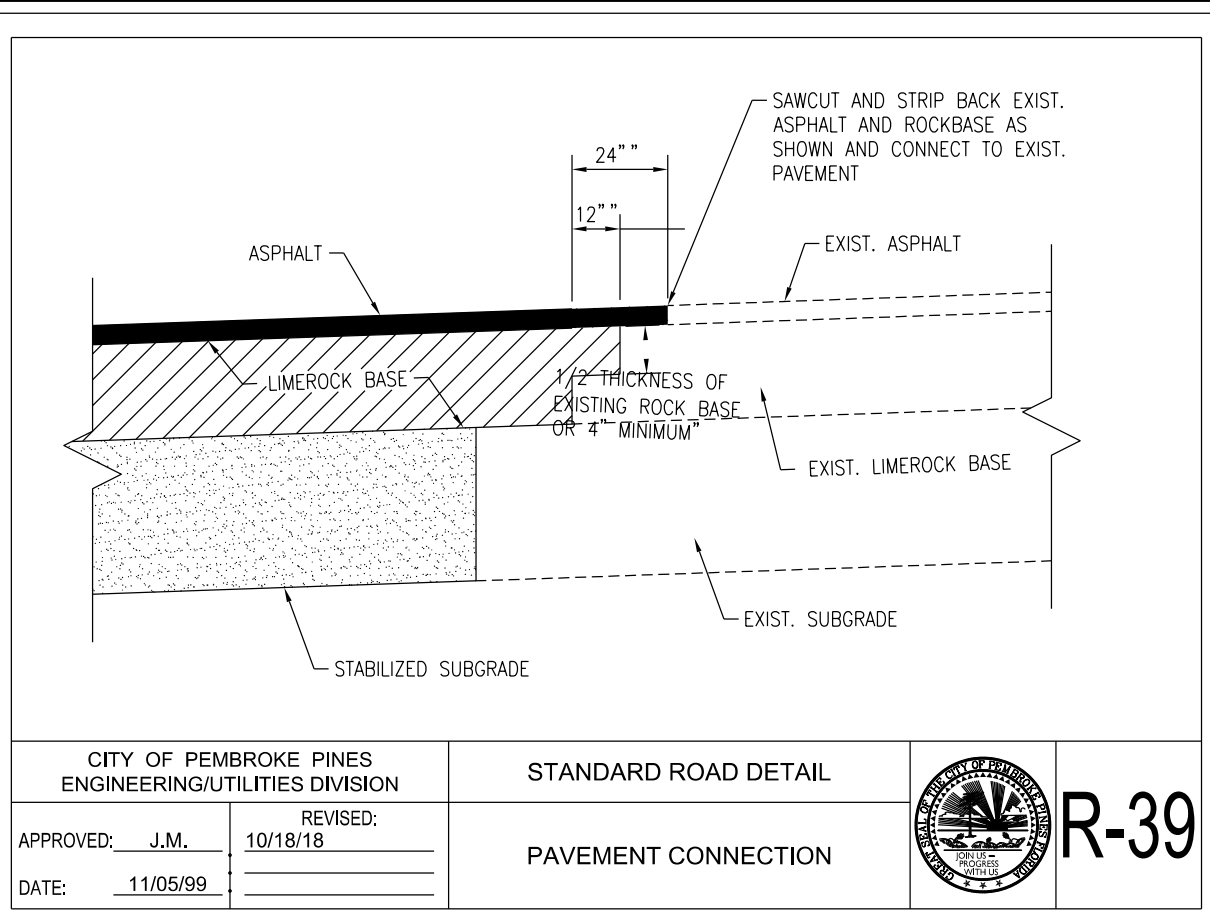
DATE:  
01/15/20

DRAWING NO.  
18-0150

SHEET NO.  
PD19 OF 24

PAVING, GRADING, & DRAINAGE DETAILS

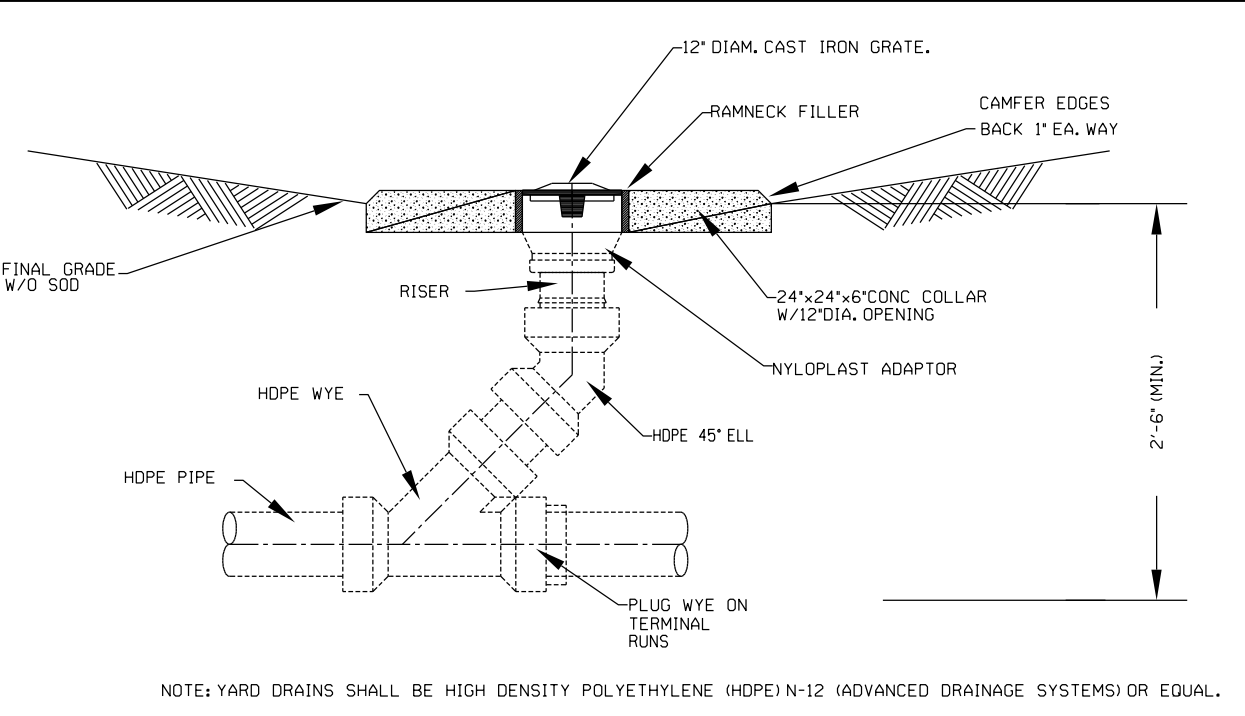
HOWARD JABLON, PE  
#47514



CITY OF PEMBROKE PINES  
ENGINEERING/UTILITIES DIVISION  
APPROVED: J.M. 10/18/18  
DATE: 11/05/09

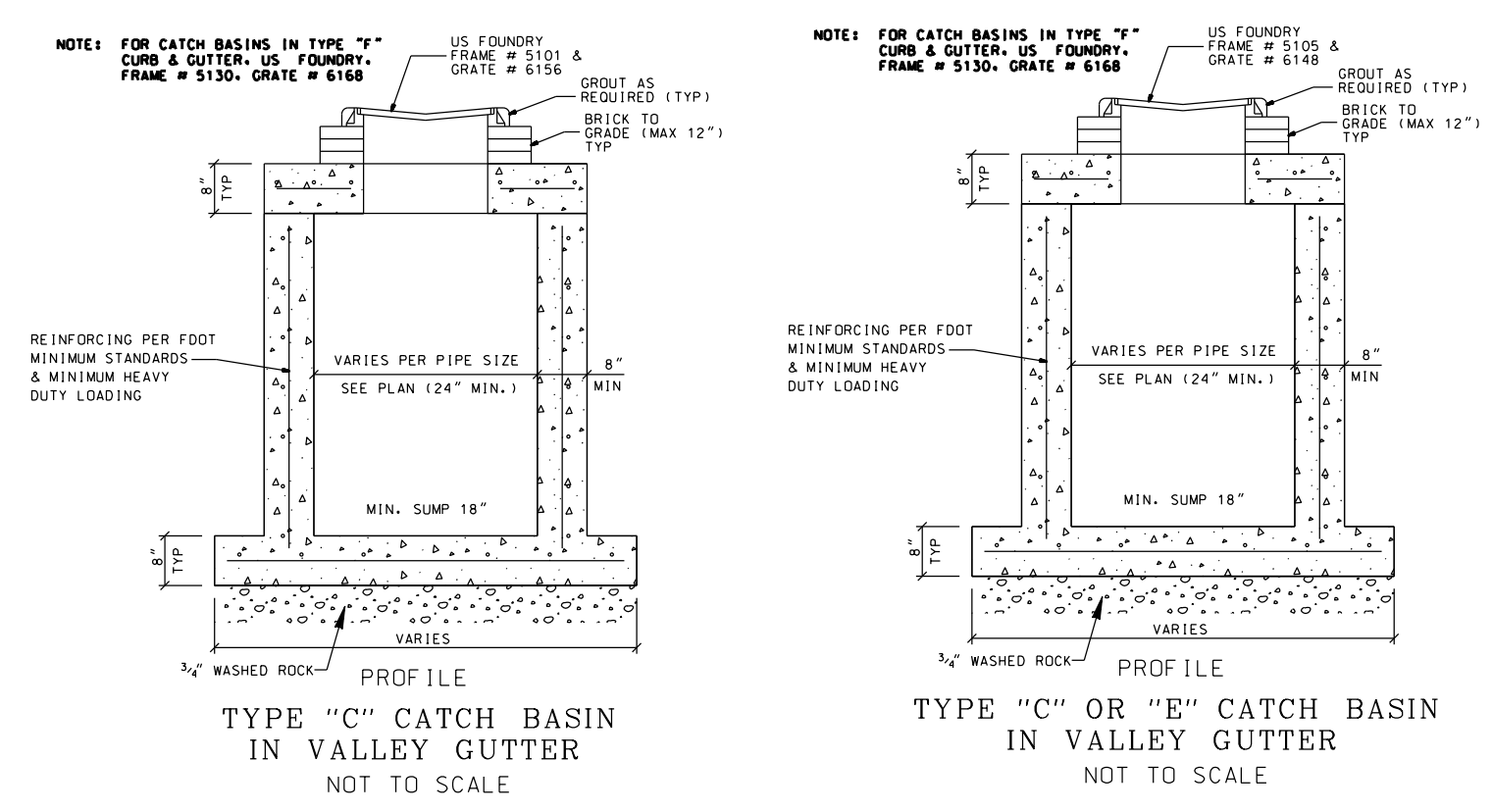
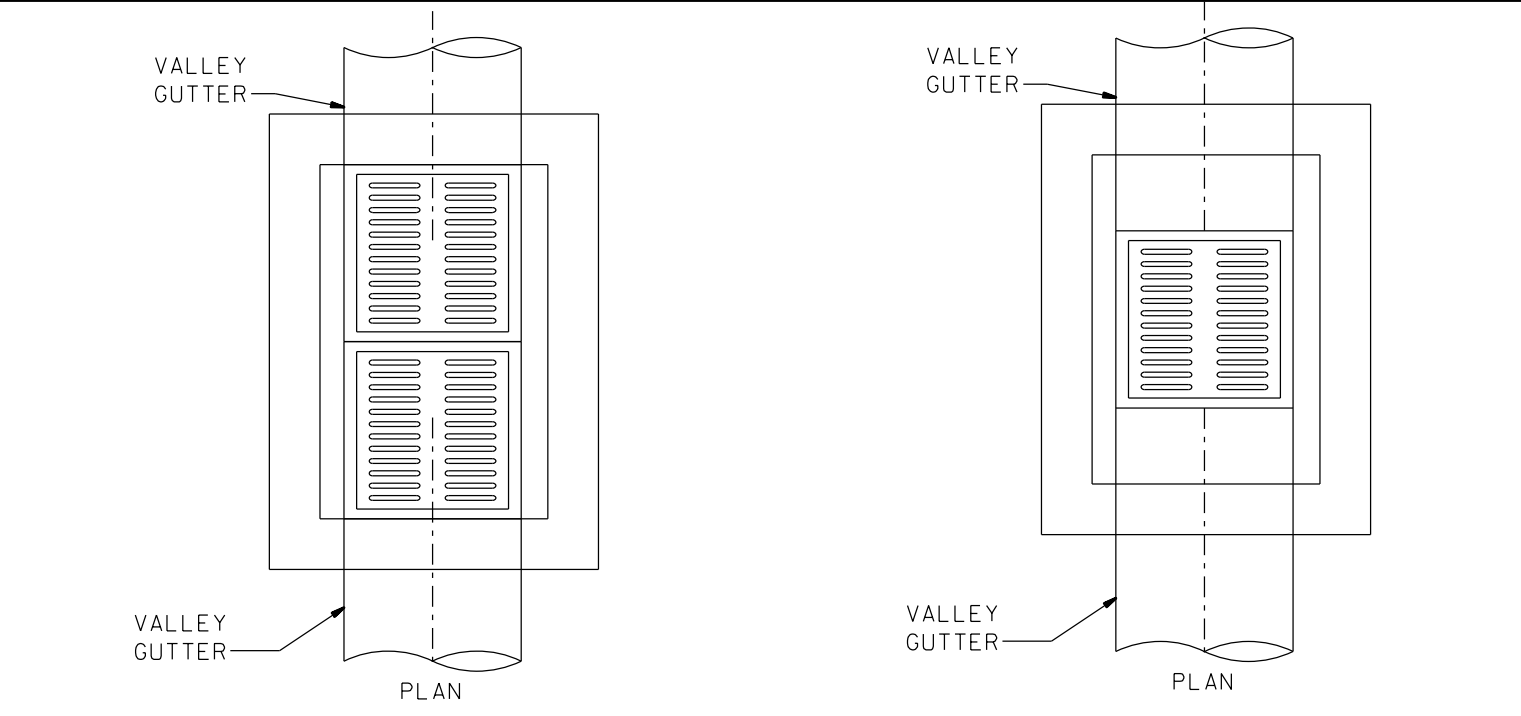
STANDARD ROAD DETAIL  
PAVEMENT CONNECTION

**R-39**



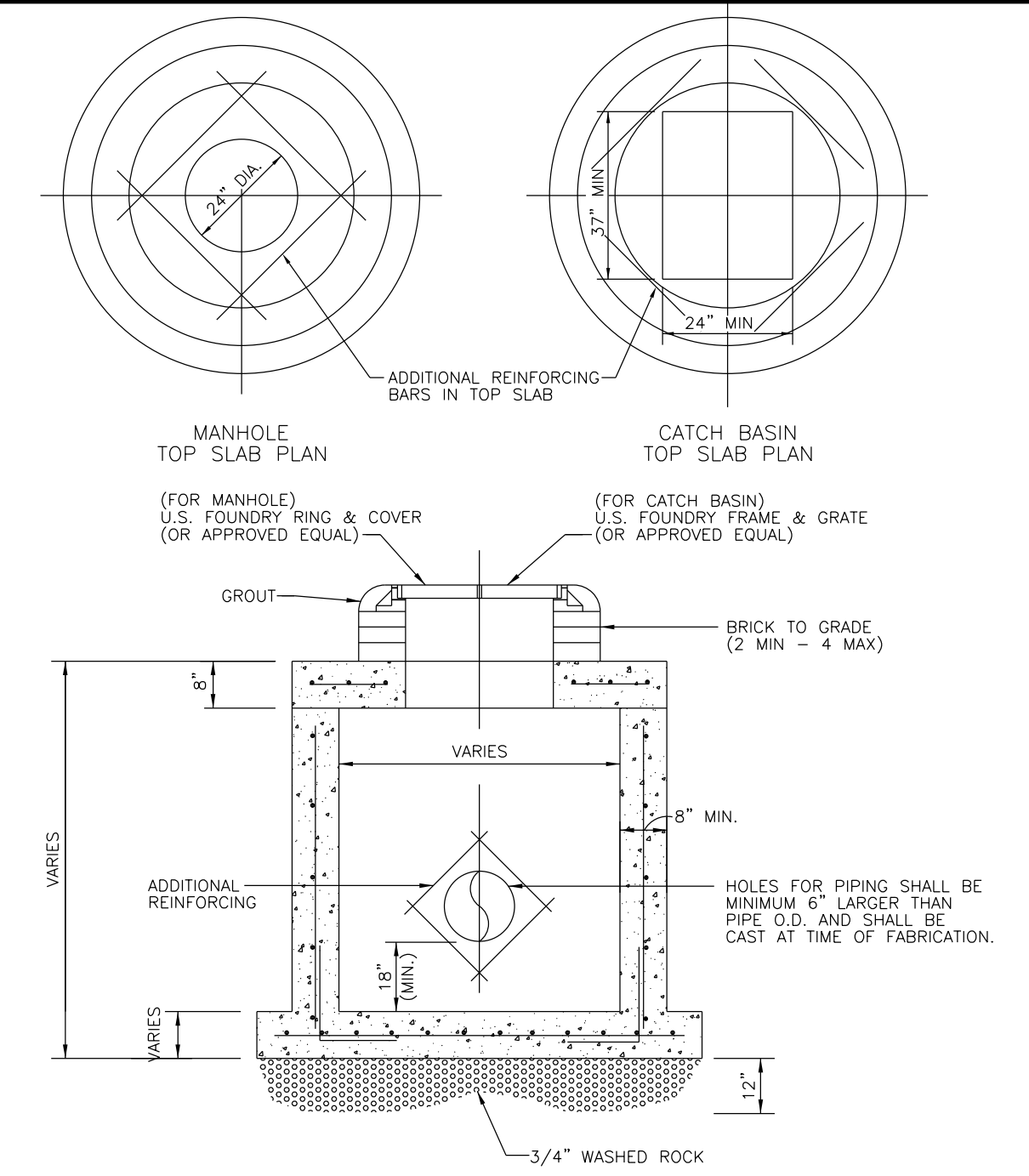
NOTE: YARD DRAINS SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) N-12 (ADVANCED DRAINAGE SYSTEMS) OR EQUAL.

**YARD INLET DETAIL (NYLOPLAST OR EQUAL)**

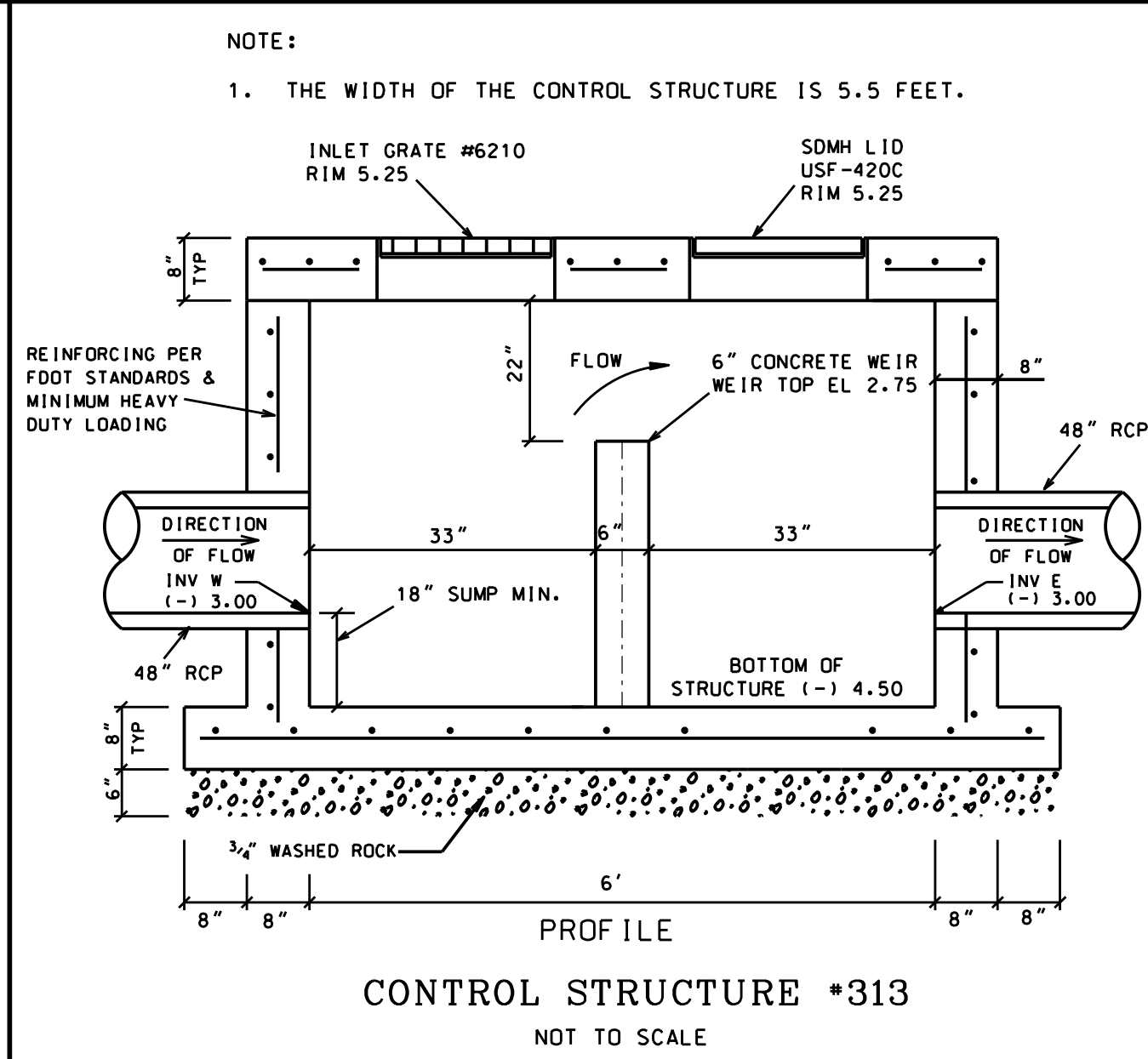


**DRAINAGE STRUCTURE NOTES:**

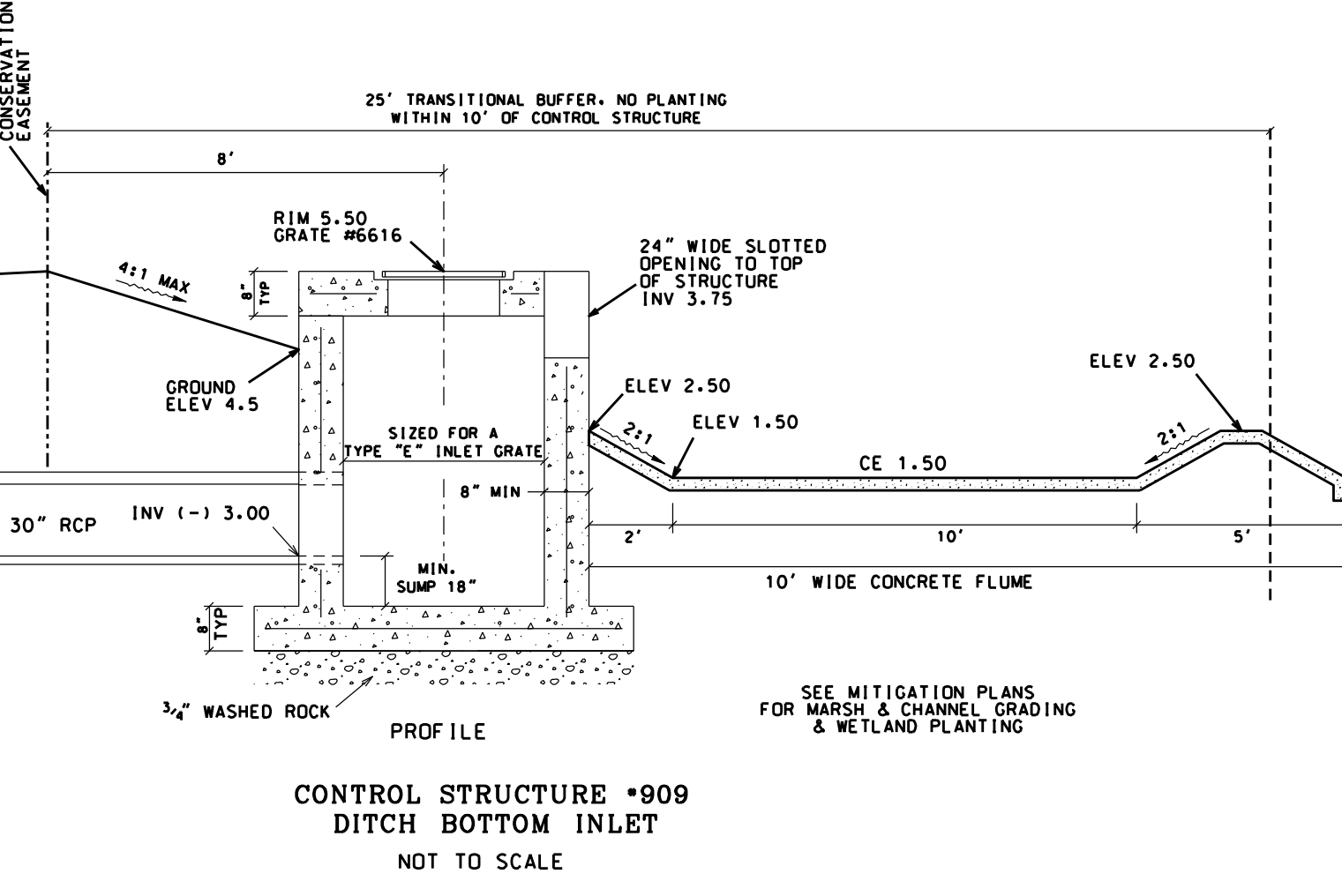
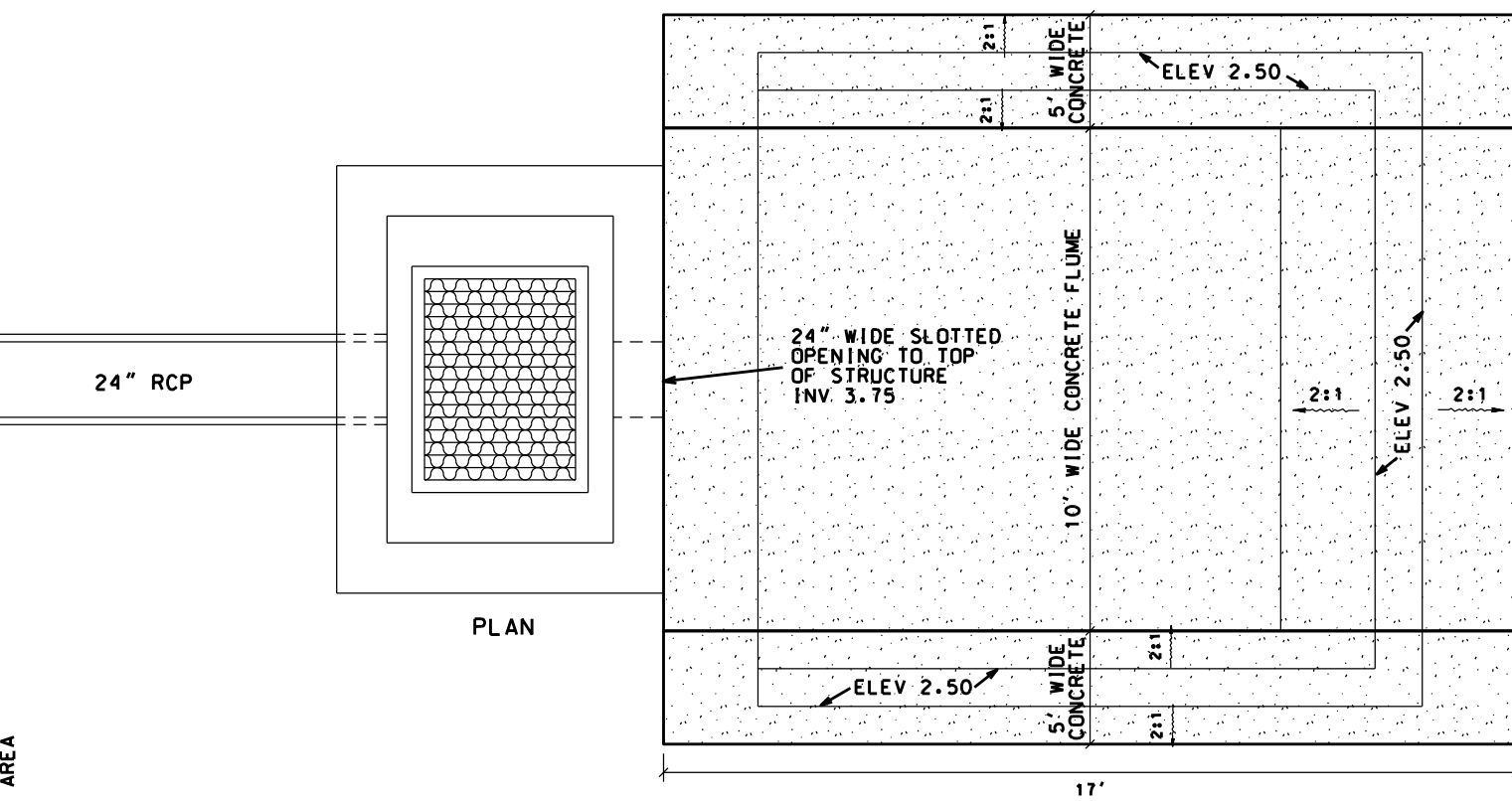
3. THE STORM STRUCTURE MANUFACTURER SHALL DETERMINE THE SIZE AND SHAPE OF ALL STRUCTURES TO ACCOMMODATE THE INCOMING STORM SEWERS. ALL STRUCTURES MUST MEET THE MINIMUM FOOT REQUIREMENTS. SEE PAVING & DRAINAGE NOTES.
4. STRUCTURES WITH PRBs MUST BE LARGE ENOUGH TO PROVIDE ACCESS FOR MAINTENANCE.



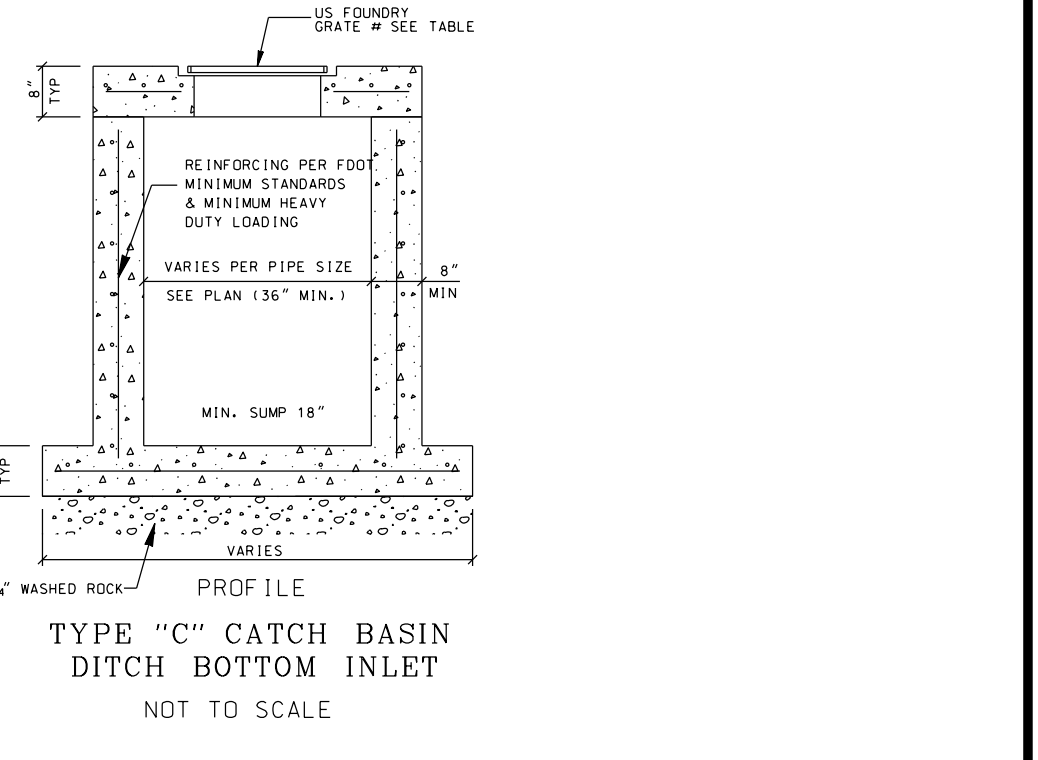
PRECAST CATCH BASIN AND MANHOLE DETAIL



**CONTROL STRUCTURE #313**  
NOT TO SCALE



**CONTROL STRUCTURE #909**  
DITCH BOTTOM INLET  
NOT TO SCALE



**TYPE "C" CATCH BASIN**  
DITCH BOTTOM INLET  
NOT TO SCALE

**ELEVATION NOTES**

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	02/20/20	REMOVE WEPHOLES FROM STRUCTURES PER S800		
CHECKED BY: JJJ	05-01-20	UPDATE DETAIL R-39 PER DRC ENG. RAI #1		
APPROVED BY: HEJ	06/01/20	UPDATE CS #909 DETAIL PER FINAL CALCULATIONS		
	07-01-20	UPDATE DETAILS PER DRC ENG. RAI #2		
	07-17-20	ADJUST CONTROL STRUCTURE PER SFWD WG. IMPAIRED BASIN		
	08-05-20	ADD CONTROL STRUCTURE #313 PER SFWD WG. IMPAIRED BASIN		

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:

**MERRICK SQUARE**

TITLE:

**PAVING, GRADING, & DRAINAGE DETAILS**

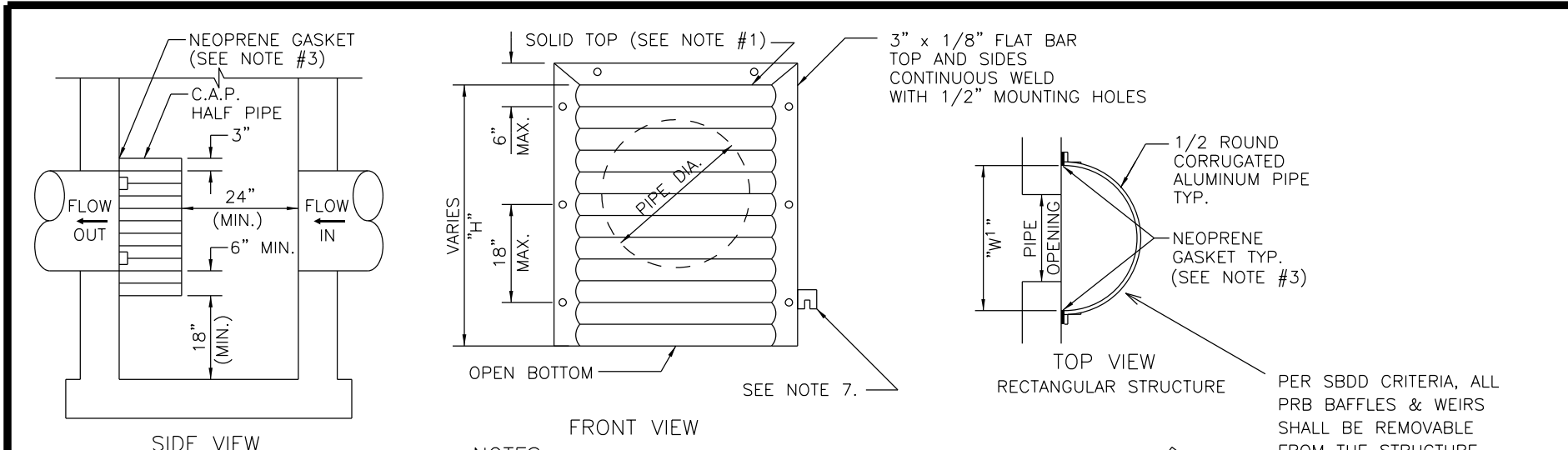
SEAL: HOWARD E. JABLON, PE #47514

DATE: 01/15/20

DRAWING NO. 18-0150

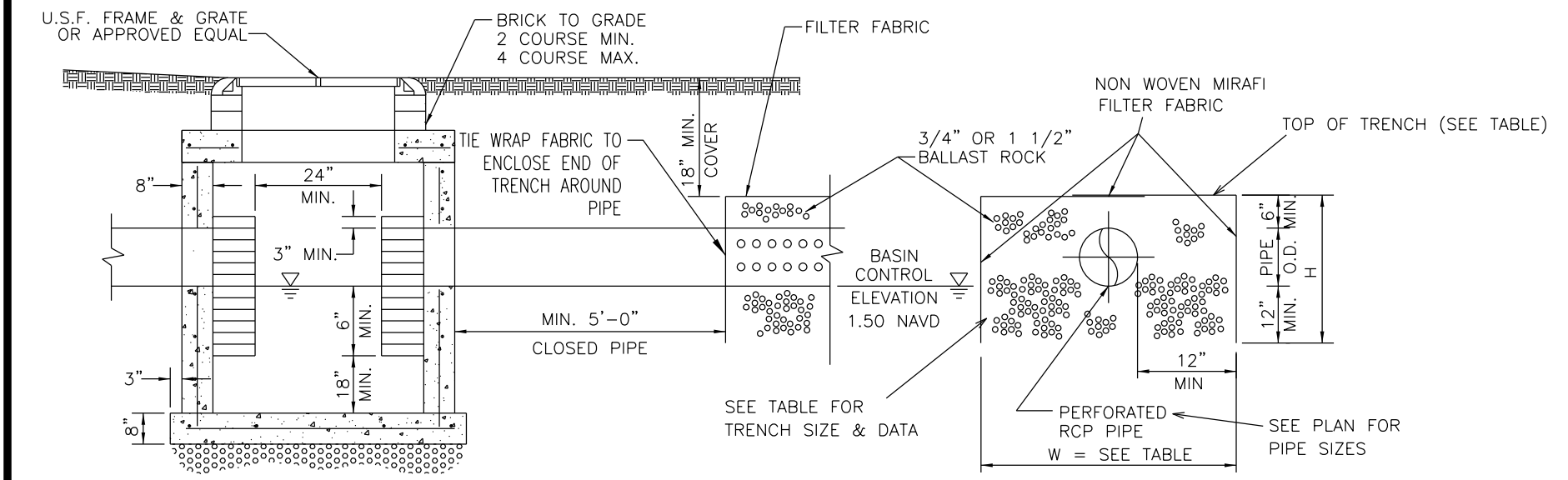
SHEET NO. PD20 OF 24





PIPE DIA.	W <sup>1</sup> (IN)	W <sup>2</sup> (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

POLLUTION RETARDANT BAFFLE DETAIL



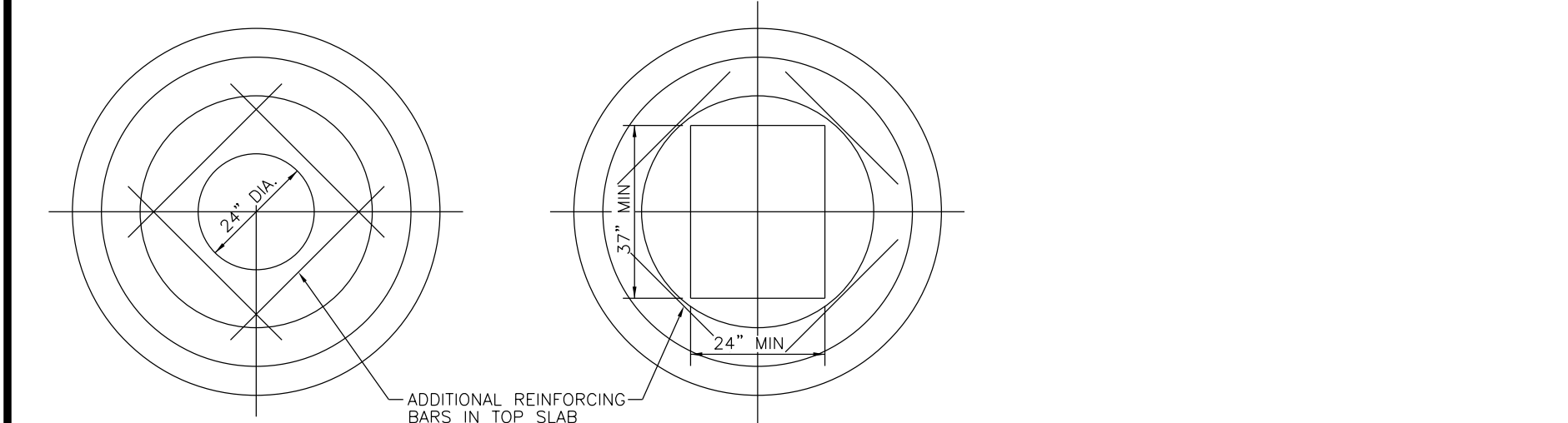
NOTES:

- SIDES AND TOP OF TRENCH ONLY TO BE LINED WITH FILTER FABRIC, OVERLAP LINDER A MINIMUM OF 2" AT THE TOP OF THE TRENCH.
- BALLAST ROCK SHALL BE FROM FRESH WATER, WASHED AND FREE OF DELETERIOUS MATTER.
- ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE. (SEE POLLUTION RETARDANT BAFFLE DETAIL, EXHIBIT 28)
- GASKETS SHALL BE USED WITH RCP IN EXFILTRATION TRENCH.

TRENCH #	1	2
WIDTH	6.2'	7'
TOP EL	3.25	3.75
BOT EL	-0.35	0.25

ALL ELEVATIONS NAVD

EXFILTRATION TRENCH DETAIL

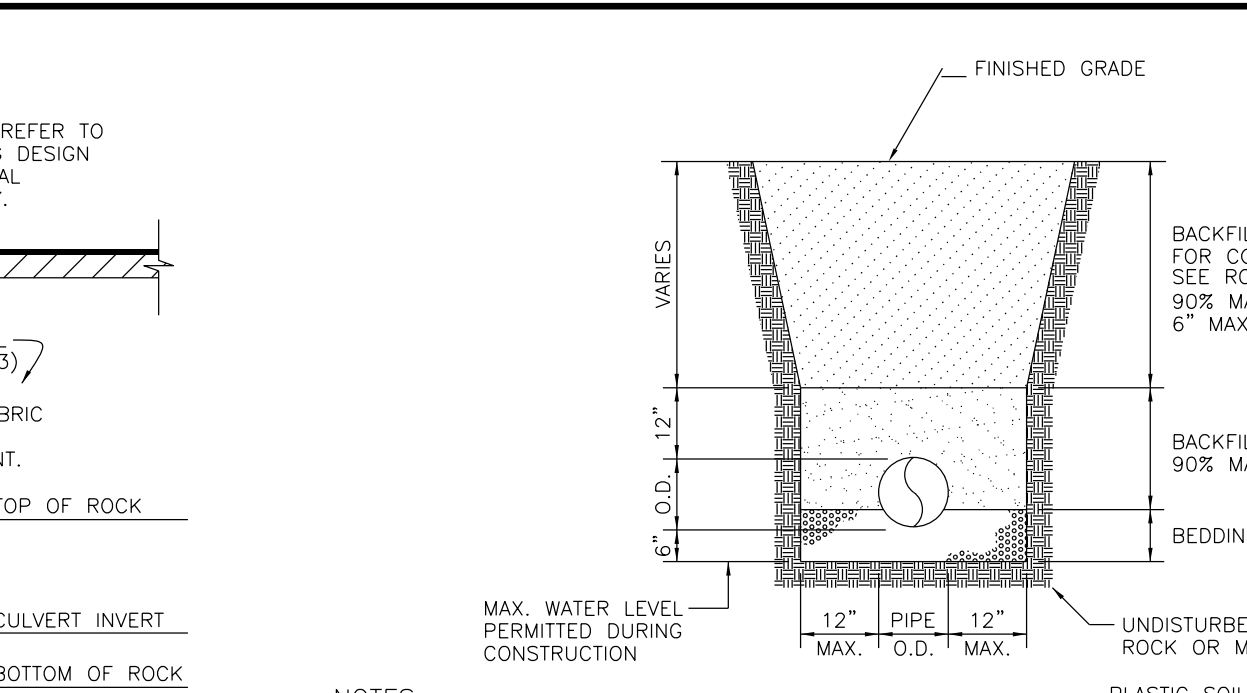


LAKE CROSS SECTION AND LAKE MAINTENANCE EASEMENT

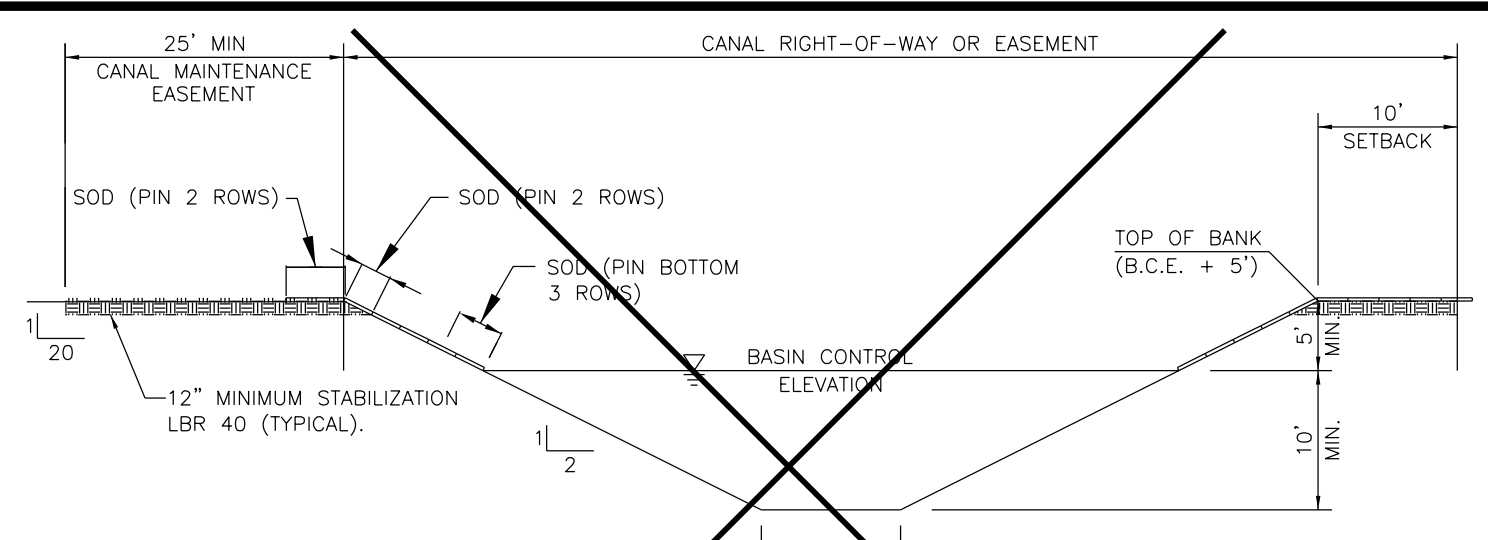
BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)	BASIN No.	B.C.E. (FT-NGVD)	T.O.B. (FT-NGVD)	L (FT)
S-1	2.50	6.50	16.00	S-8	3.50	6.00	10.00
S-2 & S-7	2.70	6.00	13.20	S-9 & S-10	4.50	6.50	10.00
S-3	3.00	6.50	14.00	S-12	3.00	6.50	14.00
S-4	3.50	6.00	10.00	S-13	3.00	6.50	14.00
S-5	4.00	6.00	8.00				
	4.25	6.50	9.00				
	4.50	6.50	8.00				

\* EXISTING LAKE BANKS AND SLOPES SHALL BE CLEARED AND REGRADED AS PER SBDD CRITERIA ALONG THE ENTIRE LIMITS OF ALL DEVELOPMENT AND REDEVELOPMENT PROJECTS.

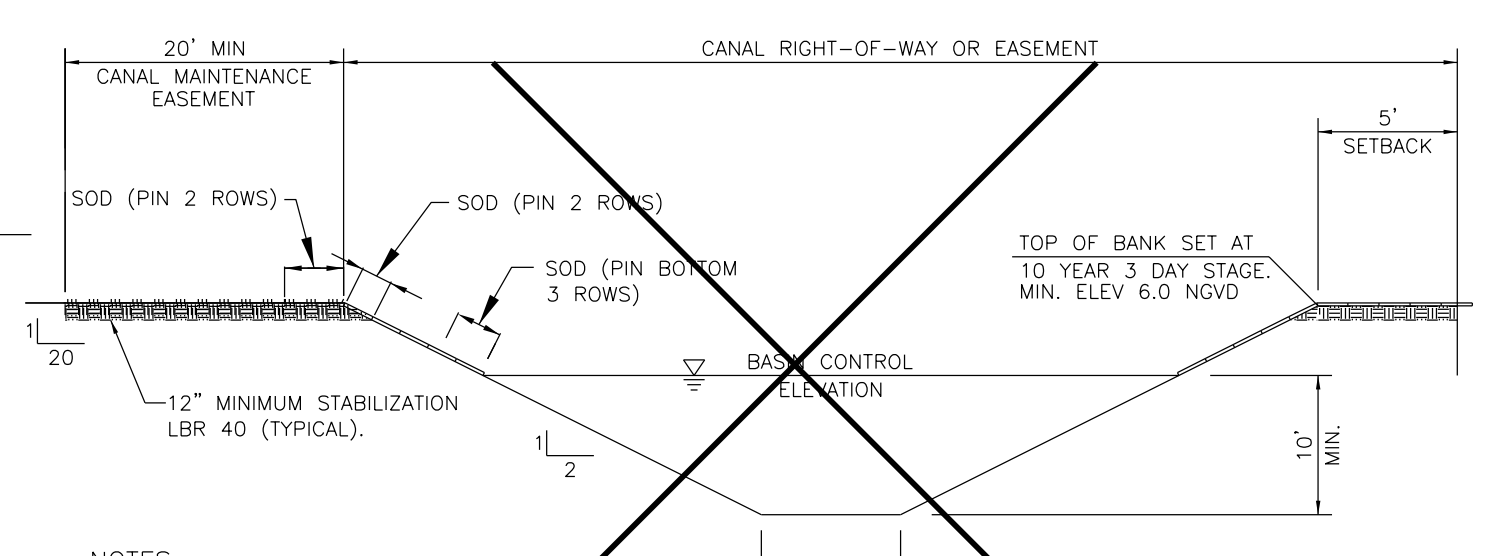
LAKE OUTFALL DETAIL WITH HEADWALL



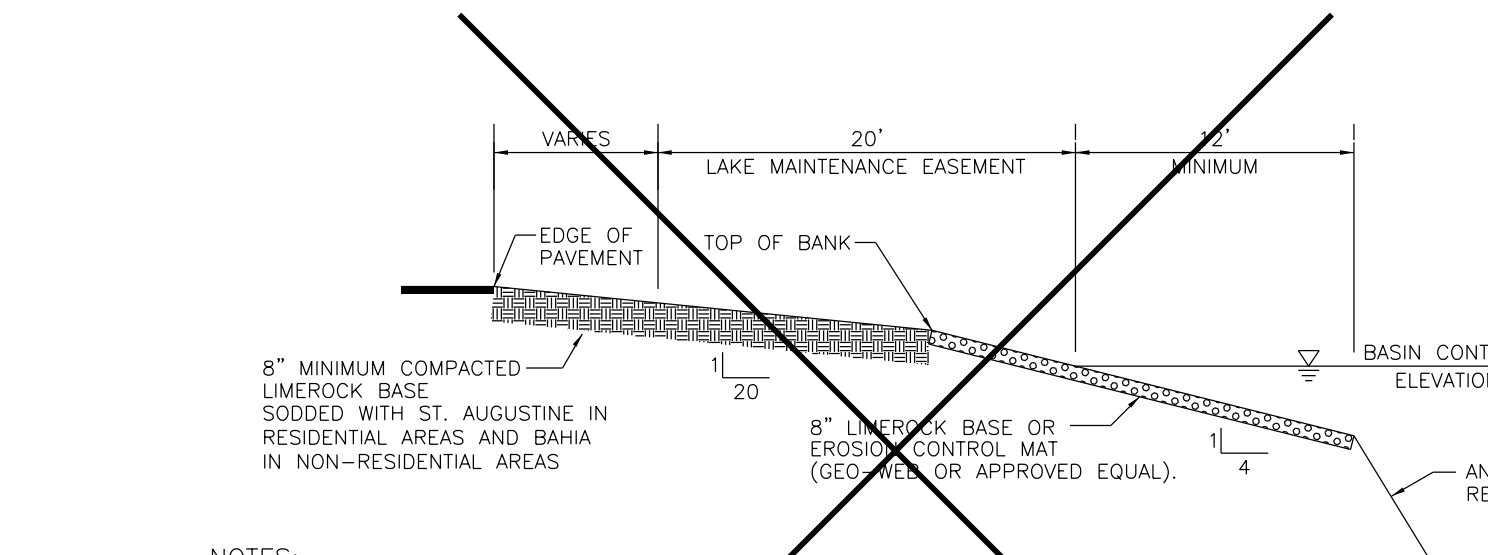
LAKE OUTFALL DETAIL WITHOUT HEADWALL



PRIMARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT



SECONDARY CANAL MINIMUM DESIGN SECTION AND CANAL MAINTENANCE EASEMENT

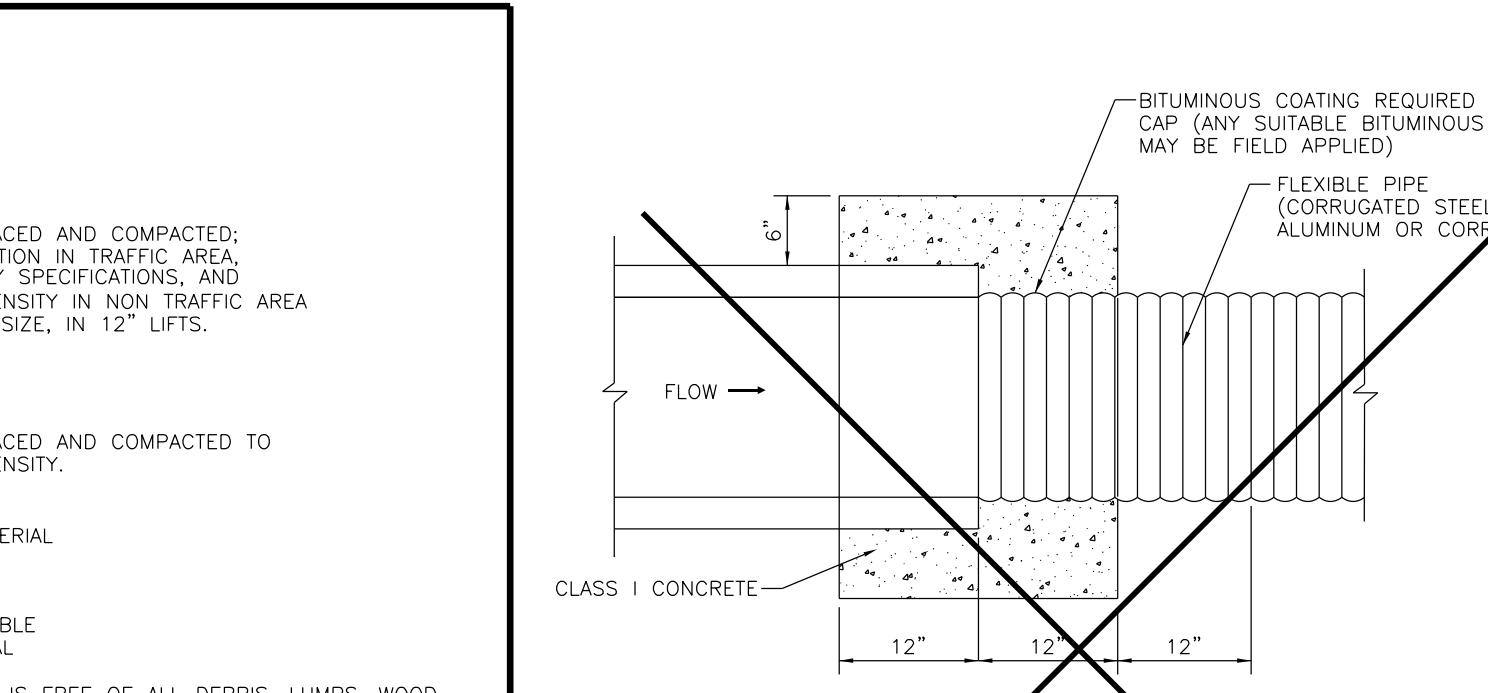


BOAT RAMP DETAIL

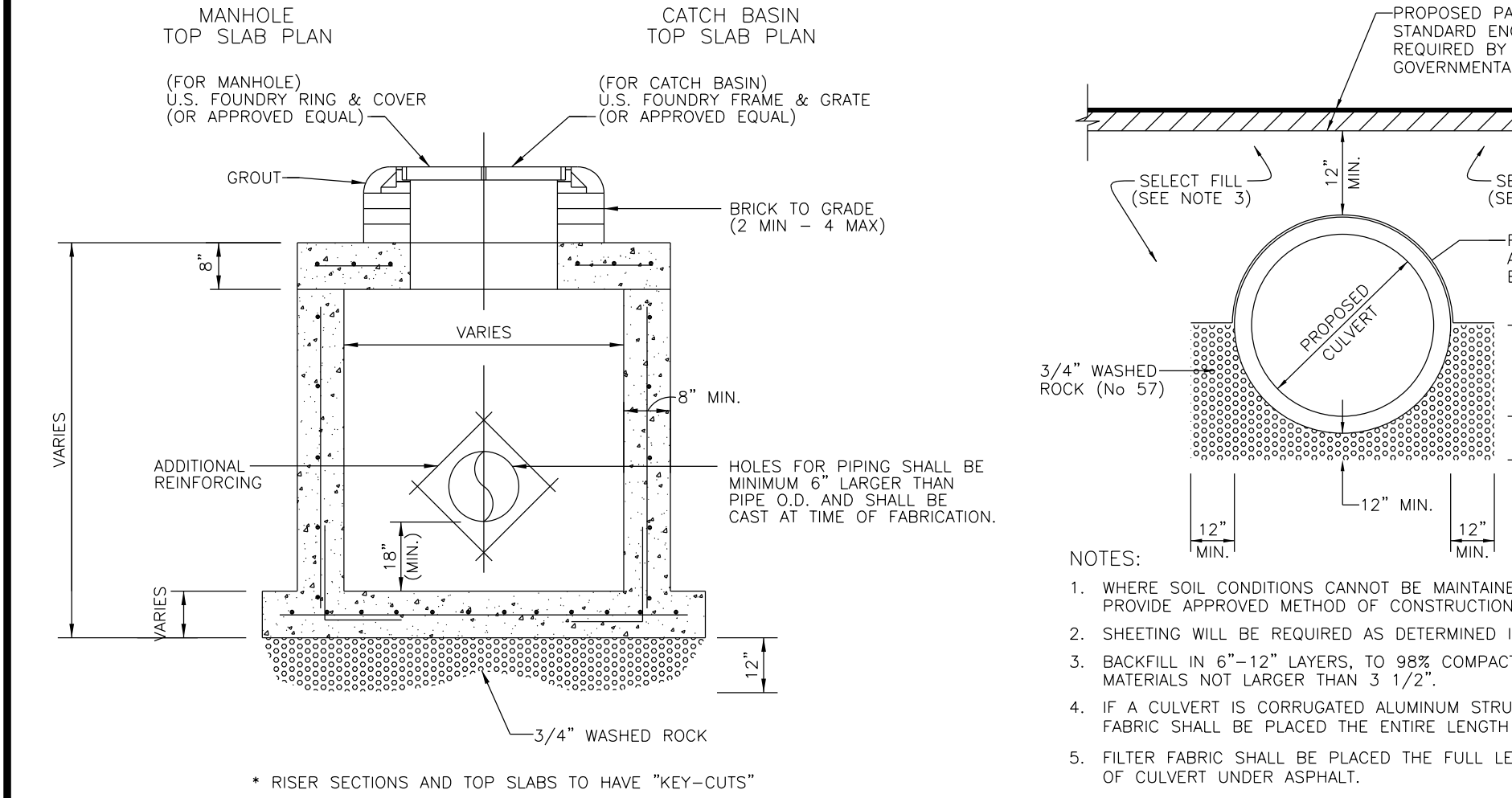
NOTES:

- LOCATION OF BOAT RAMP(S) MUST BE IDENTIFIED, INSPECTED AND APPROVED BY SBDD PRIOR TO CONSTRUCTION
- SLOPE DETAILS AS OUTLINED ABOVE MUST BE INSPECTED AND APPROVED BY THE DISTRICT PRIOR TO INSTALLATION OF EROSION CONTROL MAT.
- UPON COMPLETION OF BOAT RAMP, DISTRICT MUST BE NOTIFIED FOR FINAL APPROVAL.
- BOAT RAMP MUST INTERSECT ADJACENT ROAD AND WATER BODY AT 90° ANGLE UNLESS OTHERWISE APPROVED.
- IF BOAT RAMP(S) MUST BE MINIMUM 12' WIDE.
- PROVIDE DROP CURB AT PAVEMENT WHERE APPLICABLE.
- FOR BOAT RAMP CONSTRUCTED ON AN SBDD CANAL A SLOPE OF 3:1 CAN BE USED FROM EDGE OF WATER UP TO TOP OF BANK.
- BOAT RAMP SHALL BE CONSTRUCTED OF LIMEROCK OR EROSION CONTROL MAT, AT THE DISCRETION OF THE DISTRICT.
- IF SBDD OPTS FOR AN EROSION CONTROL MAT, THE MAT SHALL BE FILLED WITH AT LEAST 4" OF 3/4" ROCK.

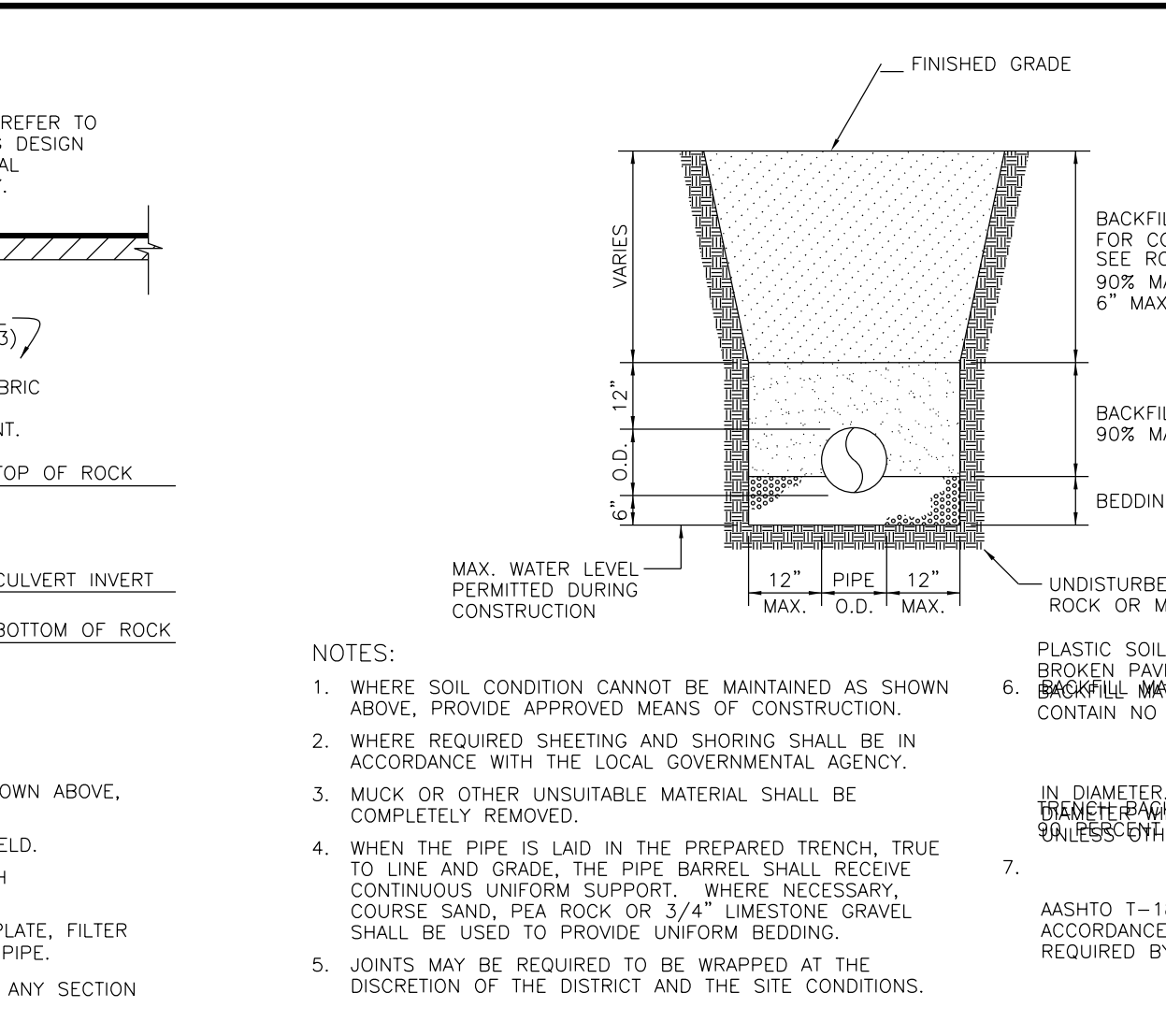
CONCRETE JACKET DETAIL



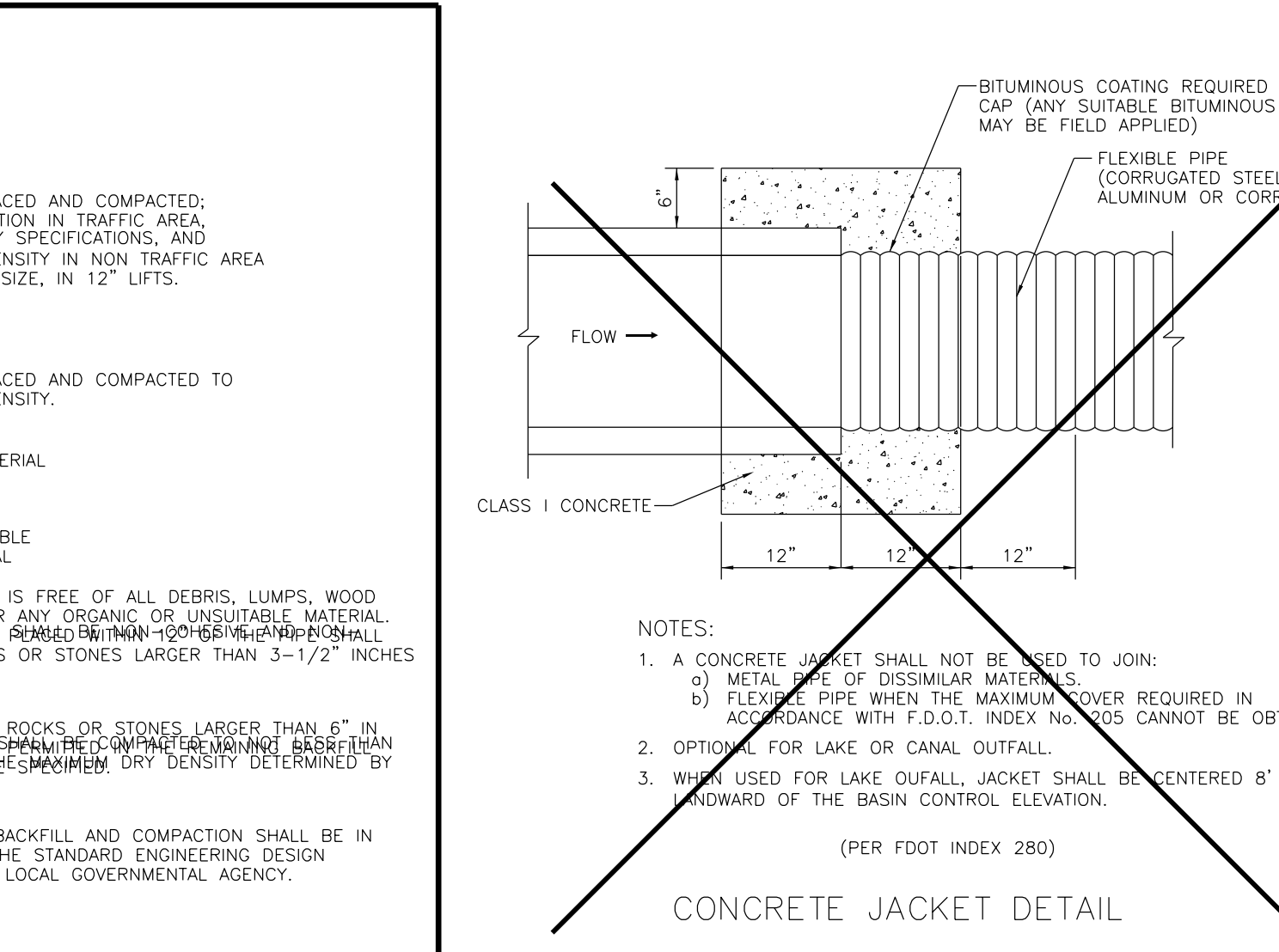
CONCRETE JACKET DETAIL



PRECAST CATCH BASIN AND MANHOLE DETAIL



TRENCH EXCAVATION DETAIL



LAKE/CANAL INTERCONNECT BEDDING DETAIL

GENERAL NOTES

- THE FOLLOWING GENERAL NOTES ARE REQUIRED BY THE SOUTH BROWARD DRAINAGE DISTRICT (SBDD). THEY ARE NOT MEANT TO BE ALL INCLUSIVE. IT IS THE ENGINEER'S RESPONSIBILITY TO ADD ANY NOTES WHICH WILL INFORM THE OWNER AND THE CONTRACTOR OF ANY ADDITIONAL REQUIREMENTS OF SBDD.
- THE CONTRACTOR SHALL CONTACT SBDD 48 HOURS OR TWO (2) WORKING DAYS PRIOR TO ANY REQUIRED INSPECTION. TO SCHEDULE INSPECTIONS, PLEASE CALL SBDD AT (954)680-3337. SBDD'S WORKING HOURS ARE FROM 8:00 AM TO 4:30 PM, MONDAY THROUGH FRIDAY EXCEPT HOLIDAYS.
  - ANY REVISIONS TO PLANS PERMITTED BY SBDD MUST BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
  - A PRECONSTRUCTION MEETING SHALL BE SCHEDULED AND HELD AT LEAST FIVE (5) DAYS PRIOR TO BEGINNING CONSTRUCTION.
  - A SET OF SHOP DRAWINGS SHALL BE SUBMITTED TO SBDD AFTER APPROVAL BY THE ENGINEER OF RECORD, PRIOR TO BEGINNING CONSTRUCTION.
  - DURING CONSTRUCTION, SBDD PERSONNEL WILL INSPECT THE FOLLOWING:
    - INSTALLATION OF ALL UNDERGROUND DRAINAGE FACILITIES BEFORE BACKFILLING.
    - BACKFILLING OF DRAINAGE TRENCHES.
    - SHARPING OF CANAL AND LAKE BANKS FROM THE DEEP CUT TO THE UPLAND EASEMENT LINE OR AS REQUIRED BY SBDD.
    - AND ANY OTHER DRAINAGE RELATED CONSTRUCTION WORK.
 RE-INSPECTIONS, EXTRAORDINARY INSPECTIONS AND FINAL INSPECTIONS WILL BE SUBJECT TO ADDITIONAL FEE CHARGES BY SBDD.
  - THE CONTRACTOR CONSTRUCTING OR EXCAVATING LAKES OR OTHER WATER BODIES SHALL EXERCISE EXTREME CAUTION TO ENSURE THAT THE SIDE SLOPES AND DEEP CUT LINES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS FOR THE DEVELOPMENT. THE CONTRACTOR OR OWNER SHALL PERIODICALLY, OR AS REQUIRED BY SBDD, OBTAIN A SURVEY, FROM A FLORIDA REGISTERED SURVEYOR OF THE LOCATION OF THE DEEP CUT LINES PRIOR TO FORMING THE SIDE SLOPES. THIS SURVEY SHALL BE PERFORMED PRIOR TO THE OWNER/CONTRACTOR BEGINNING CONSTRUCTION OF ANY BUILDING POS ADJACENT TO THE WATER BODY. IN THE EVENT THAT THE CONTRACTOR OVER DIGS THE WATER BODY, THE OWNER/CONTRACTOR SHALL SUBMIT TO SBDD ITS SOLUTION TO CORRECT THE OVER DIGGING. ANY SUCCESSFUL REMEDY OR CORRECTION MUST BE APPROVED BY SBDD BEFORE THE CONTRACTOR BEGINS THE PROPOSED CORRECTION/REMEDY.
  - PAVING AND DRAINAGE "AS-BUILT" PLANS CERTIFIED BY THE ENGINEER OF RECORD AND APPROVED BY THE DISTRICT'S ENGINEER SHALL BE REQUIRED BEFORE THE RELEASE OF THE BOND OR LETTER OF CREDIT. AS-BUILTS SHALL BE PROVIDED AS AN OVERLAY OF THE APPROVED CONSTRUCTION DRAWINGS AND AT THE SAME SCALE AS ORIGINALLY SUBMITTED. AS-BUILT SUBMITTALS SHALL CONFORM TO THE REQUIREMENTS OF SBDD'S CRITERIA MANUAL. AS-BUILTS MUST ALSO BE PROVIDED IN ELECTRONIC FORMAT.
  - SBDD WILL NOT COMPLETE THE FINAL INSPECTION UNTIL RECEIPT OF THE AS-BUILT PACKAGE WHICH MUST INCLUDE THE ENGINEER'S CERTIFICATION AND TEST RESULTS FOR STABILIZATION OF LAKE/CANAL MAINTENANCE EASEMENTS, ARE RECEIVED.

- ELEVATION NOTES
- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
  - TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

48 HOURS BEFORE DIGGING  
CALL SUNSHINE  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

UPDATED 3/26/2015

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SCALE:	DATE	REVISIONS	DATE	REVISIONS
NA				
DRAWN BY: HEJ	02/20/20	ADD REMOVABLE BAFFLE NOTE PER SBDD		
CHECKED BY: LJJ	06/01/22	ADJUST THE EXFILTRATION TRENCH SIZE PER SFMWD NO.		
APPROVED BY: HEJ	08/05/22	ADJUST THE EXP TRENCH SIZE PER SFMWD NO. IMPAIRED BASIN		

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT: MERRICK SQUARE

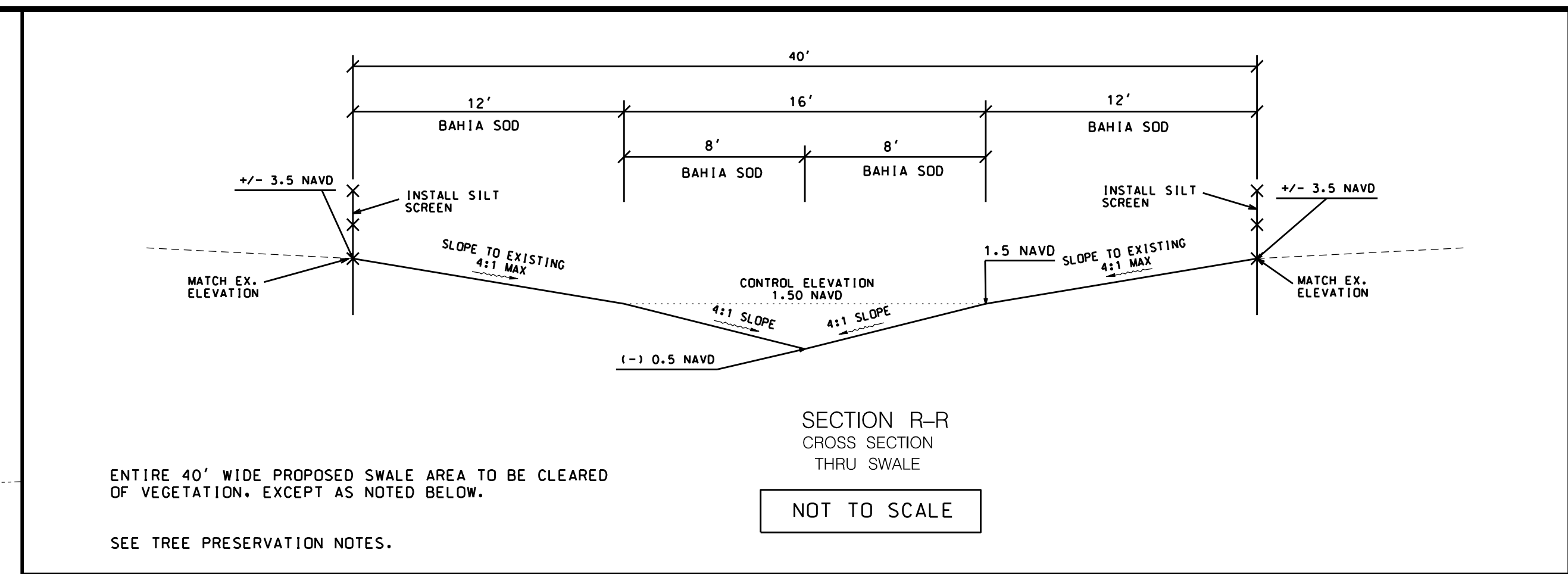
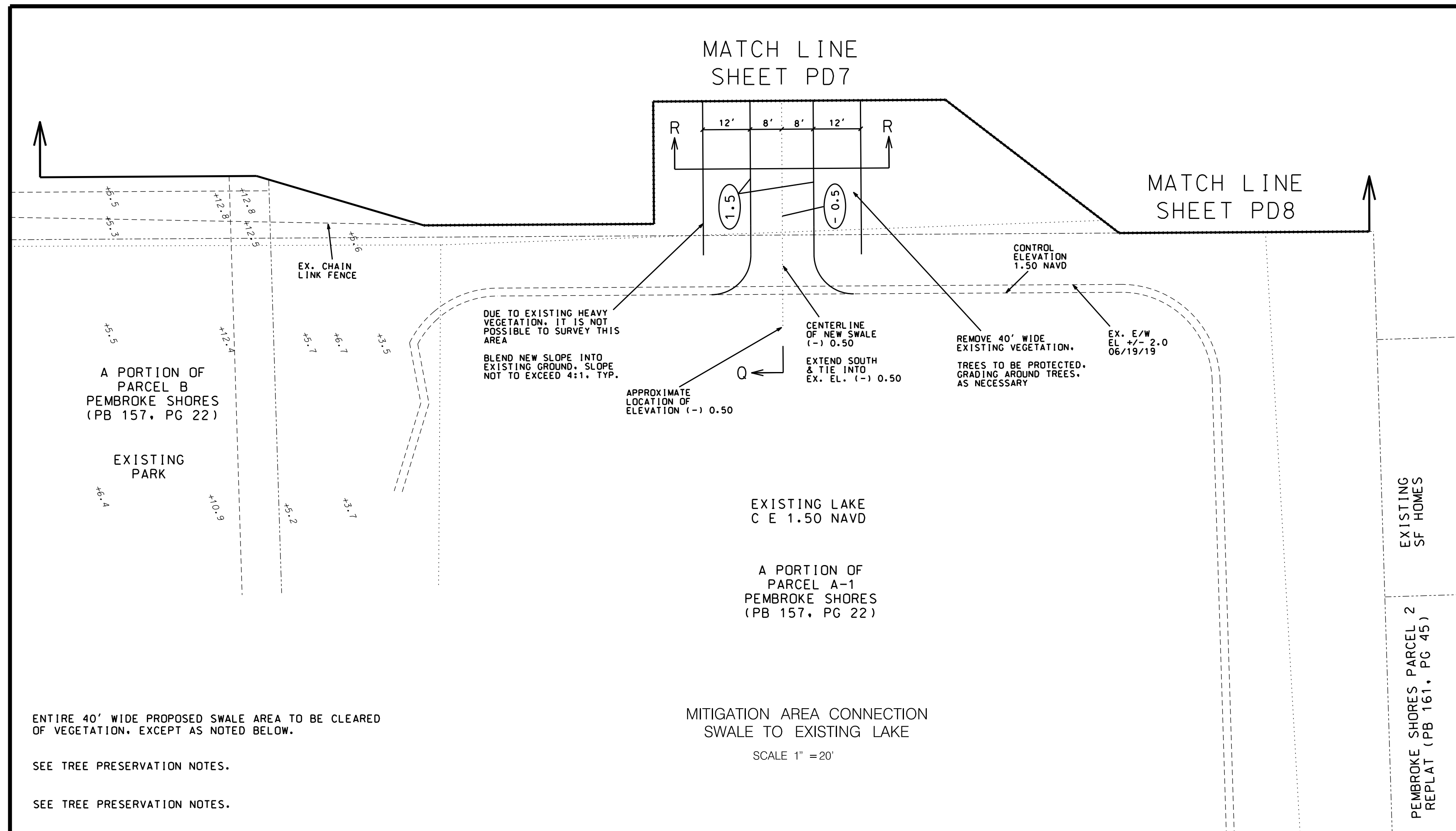
TITLE: SOUTH BROWARD DRAINAGE DISTRICT STANDARD DETAILS & NOTES

SEAL: HOWARD JABLON, PE #47514

DATE: 01/15/20

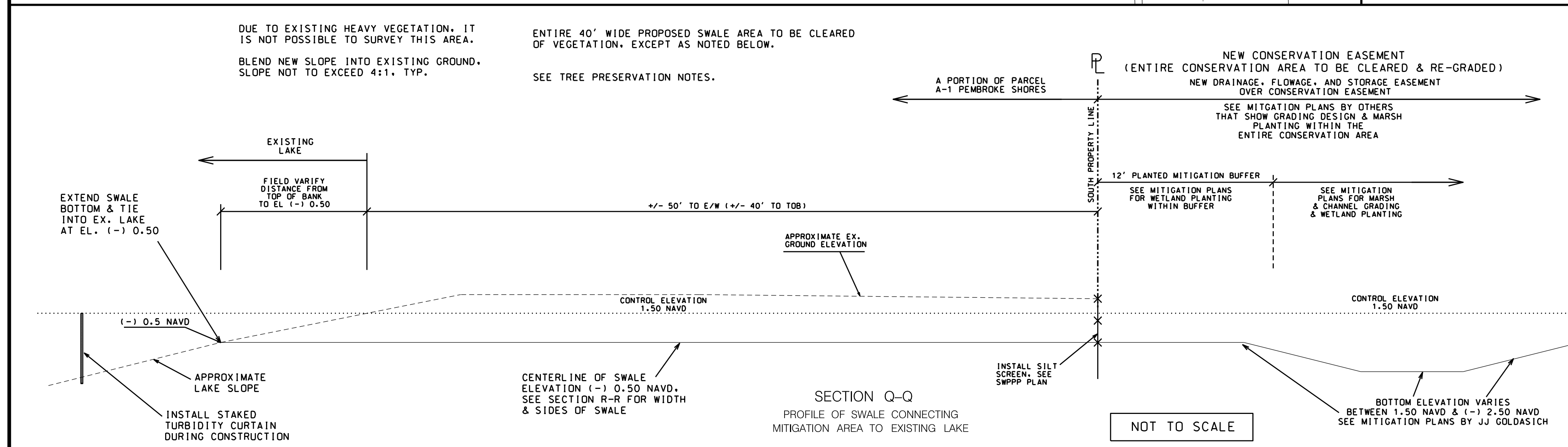
DRAWING NO. 18-0150

SHEET NO. PD22 OF 24



**TREE PRESERVATION/CLEARING NOTES**

1. PRIOR TO ANY TREE REMOVAL OR CLEARING CONTRACTOR SHALL REFER TO SITE PLAN AND/OR LANDSCAPE PLANS REGARDING TREE PRESERVATION, RELOCATION, ETC.
2. EXISTING TREES ON SITE NOT SHOWN ON CIVIL ENGINEERING PLANS PREPARED BY A. J. HYDRO ENGINEERING, INC.
3. CONTRACTOR SHALL APPLY FOR ANY CLEARING, TREE REMOVAL, AND/OR TREE PRESERVATION PERMITS, AND ANY OTHER PERMITS AS REQUIRED BY THE CITY OF STUART PRIOR TO COMMENCING CONSTRUCTION.



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2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

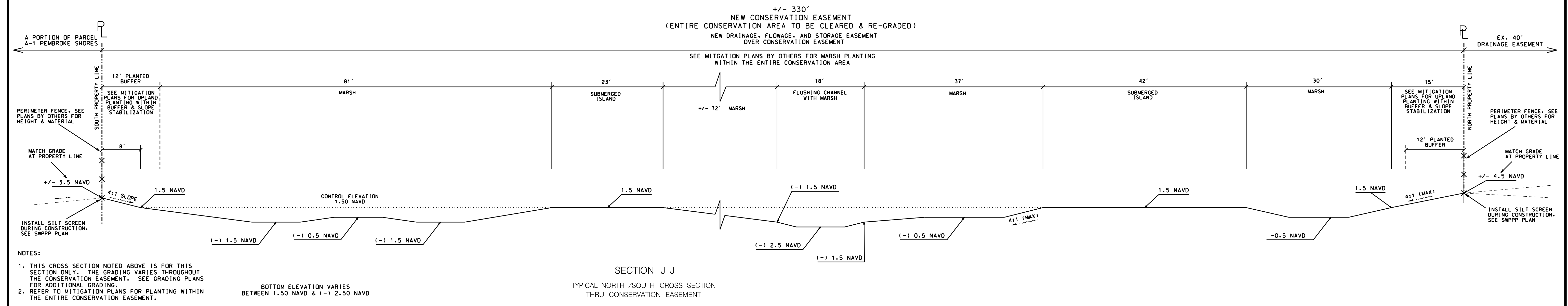
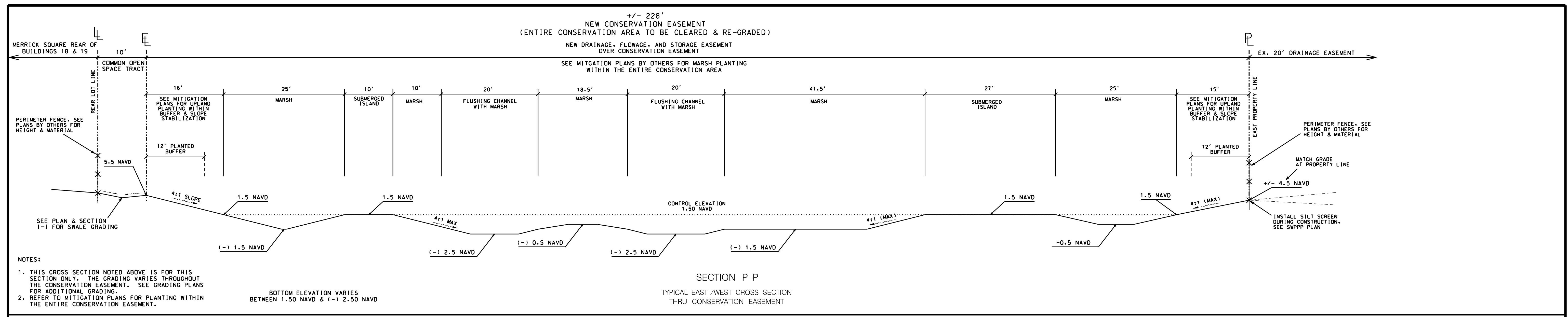
48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SCALE: NA	DATE	REVISIONS	DATE	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	05-01-20	ADD THIS SHEET PER SFMD RAI #1			<b>MERRICK SQUARE</b>	<b>MITIGATION AREA CONNECTION SWALE TO EXISTING LAKE</b>	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJ								18-0150
APPROVED BY: HEJ								SHEET NO.
								PD23 OF 24





**ELEVATION NOTES**

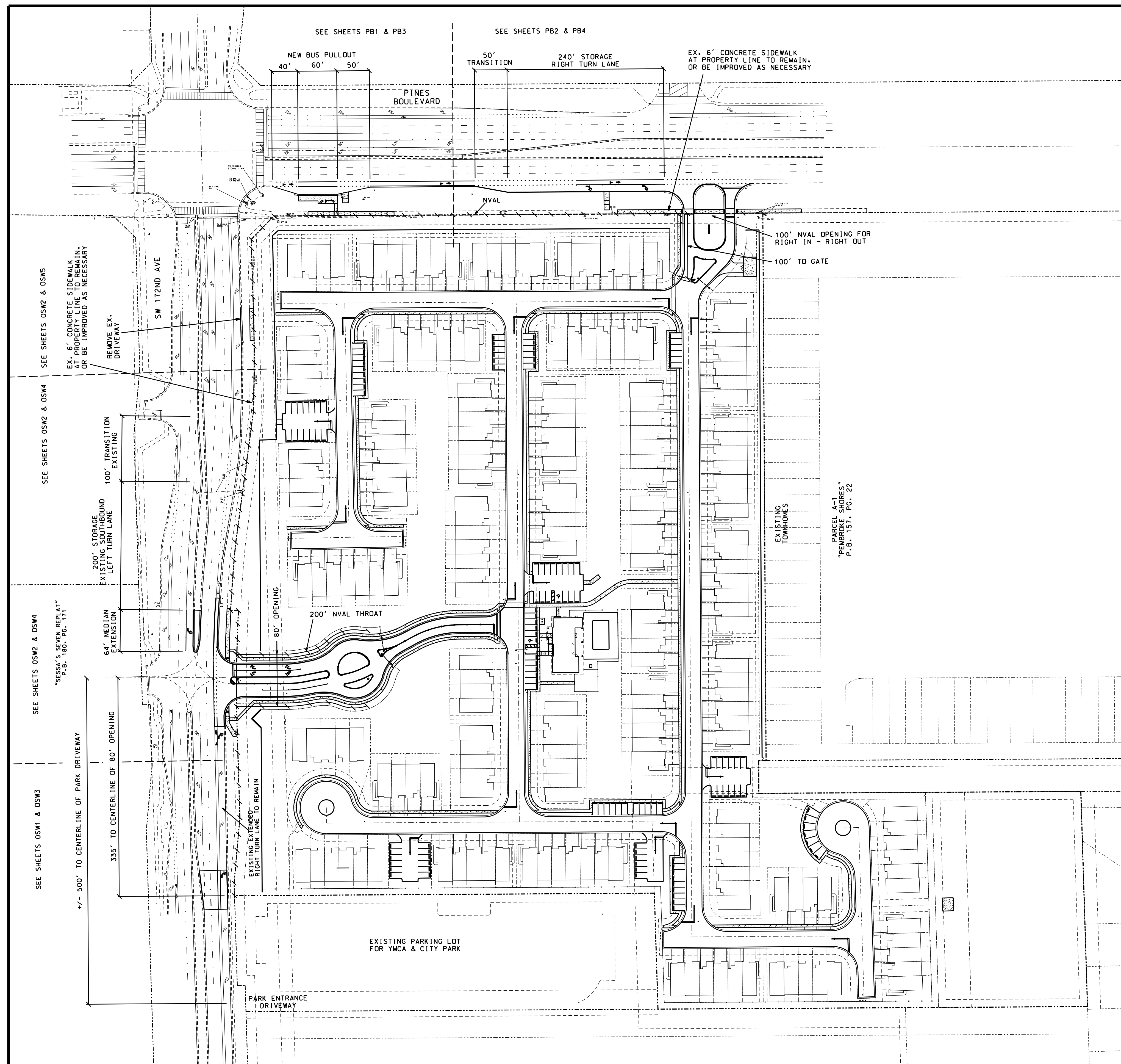
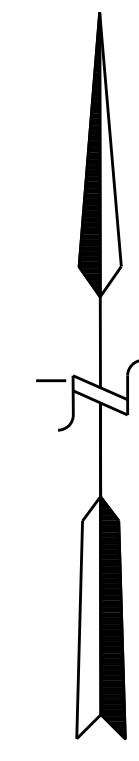
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

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SCALE: NA	DATE	REVISIONS	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	09/01/20	ADD THIS SHEET		AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	MERRICK SQUARE MITIGATION AREA CROSS SECTIONS	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJ							DRAWING NO. 18-0150
APPROVED BY: HEJ							SHEET NO. PD24 OF 24

BCED REF#: BC #?



BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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SCALE: 1" = 80'	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	COMMENTS	COMMENTS	COMMENTS	COMMENTS
CHECKED BY: JJ	08/05/2010 THIS SHEET			
APPROVED BY: HEJ				

AJ HYDRO ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT: **MERRICK SQUARE**

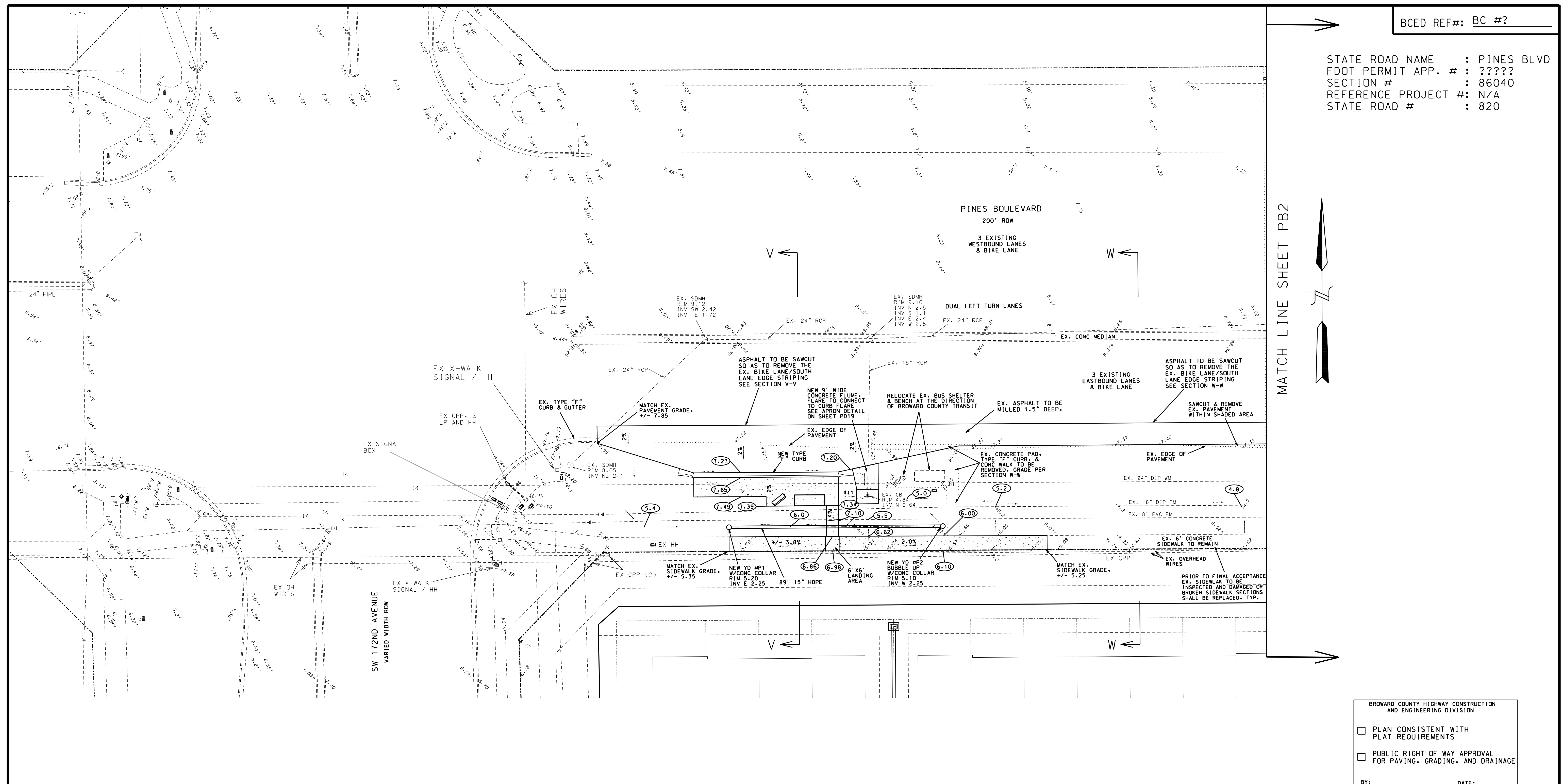
TITLE: **PLAT CONDITIONS FOR SW 172ND AVENUE & PINES BOULEVARD**

SEAL: HOWARD JABLON, PE #47514

DATE: 01/15/20

DRAWING NO. 18-0150

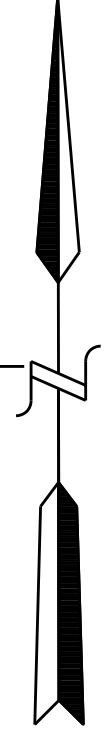
SHEET NO. PC1 OF 1



BCED REF#: BC #?

STATE ROAD NAME : PINES BLVD  
 FDOT PERMIT APP. # : ?????  
 SECTION # : 86040  
 REFERENCE PROJECT # : N/A  
 STATE ROAD # : 820

MATCH LINE SHEET PB2



BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SBDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
10. WGV	WATER GATE VALVE
11. SGV	SEWER GATE VALVE
12. CPP	CONCRETE POWER POLE
13. HH	HAND HOLE
14. OH	OVERHEAD WIRES
15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING

**ELEVATION NOTES**

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- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
 TOLL FREE  
 1-800-432-4770  
 UNDERGROUND UTILITIES NOTIFICATION  
 CENTER OF FLORIDA

SCALE:	DATE	REVISIONS	DATE	REVISIONS
1" = 20'	02/20/20	ADD CONC APRON TO YDS, UPSIZE PIPE PER SBDD		
	05-01-20	ADD FLUMES PER SBDD		

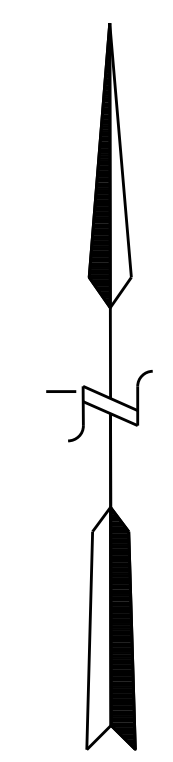
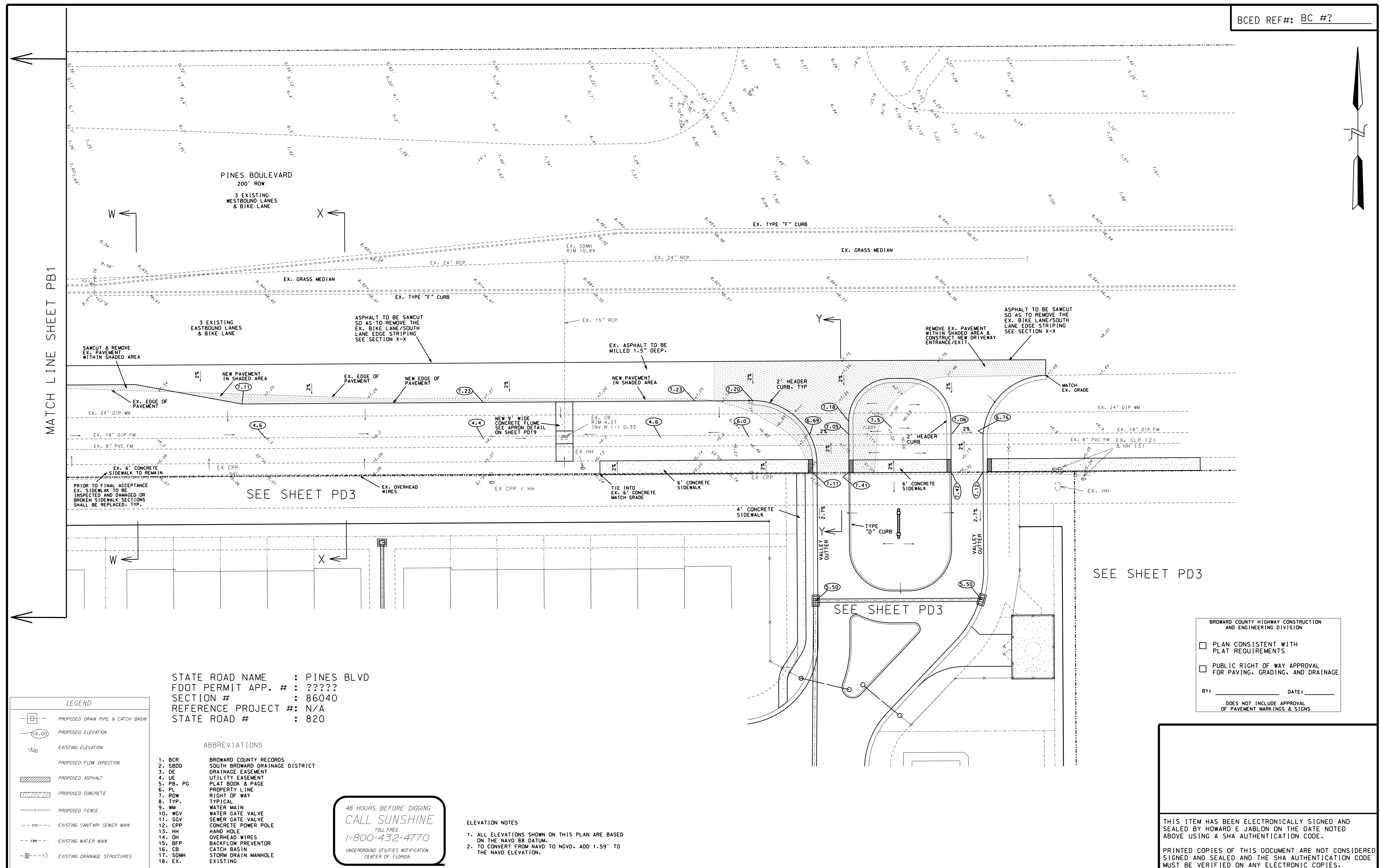
AJ HYDRO ENGINEERING, INC.  
 5932 NW 73RD COURT  
 PARKLAND, FL 33067  
 TEL (954) 347-3397  
 AJHYDRO@BELLSOUTH.NET

PROJECT: **MERRICK SQUARE**

TITLE: **PINES BOULEVARD RTL & BUS PULLOUT PAVING, GRADING, & DRAINAGE PLANS**

SEAL:	DATE:
HOWARD JABLON, PE #47514	01/15/20
	DRAWING NO. 18-0150
	SHEET NO. PB1 OF 6

BCED REF#: BC #?



STATE ROAD NAME : PINES BLVD  
 FOOT PERMIT APP. # : ?????  
 SECTION # : 86040  
 REFERENCE PROJECT # : N/A  
 STATE ROAD # : 820

**LEGEND**

- Proposed Drain Pipe & Catch Basin
- Proposed Elevation
- Existing Elevation
- Proposed Flow Direction
- Proposed Asphalt
- Proposed Concrete
- Proposed Fence
- Existing Sanitary Sewer Main
- Existing Water Main
- Existing Drainage Structures

**ABBREVIATIONS**

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2. SBDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
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11. SGV	SEWER GATE VALVE
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15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
 TOLL FREE  
 1-800-432-4770  
 UNDERGROUND UTILITIES NOTIFICATION  
 CENTER OF FLORIDA

**ELEVATION NOTES**

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- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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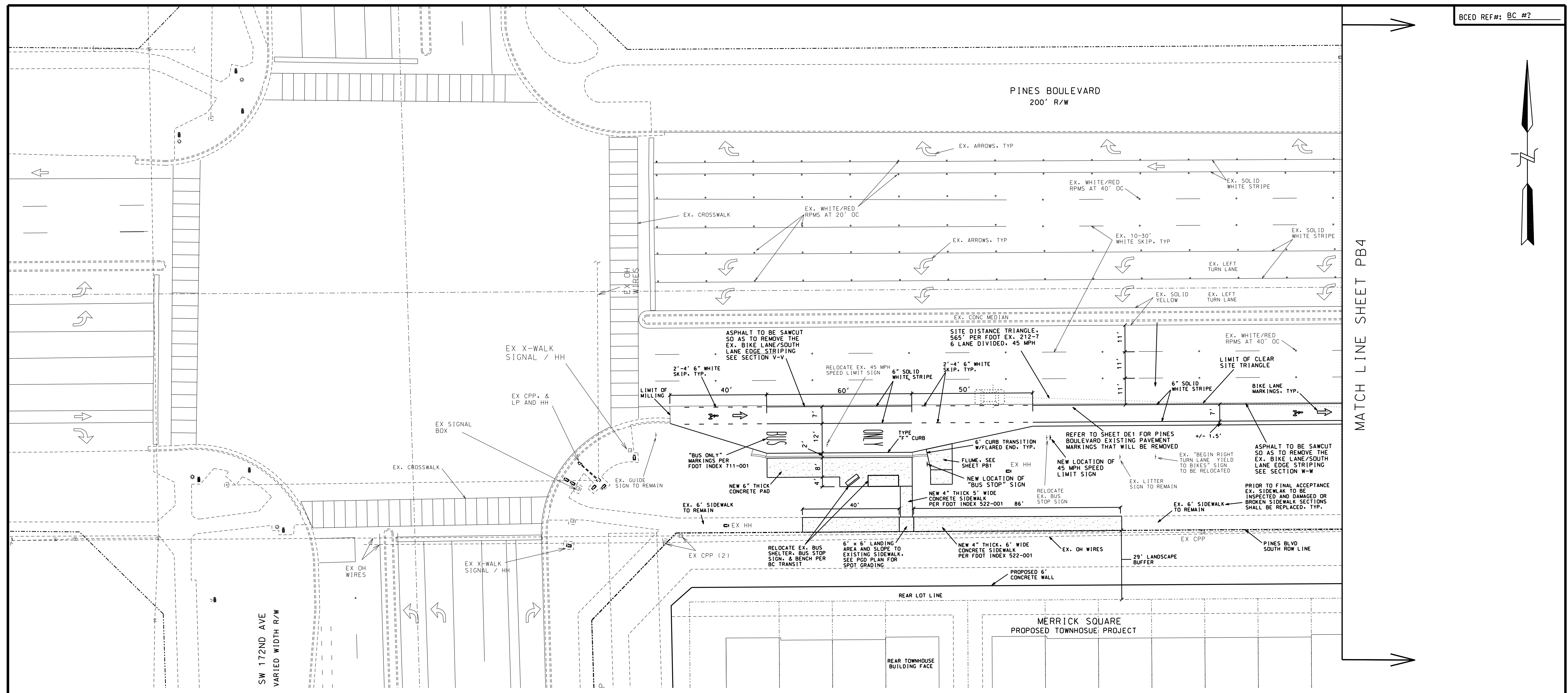
SCALE: 1" = 20'	DATE	REVISIONS	COMMENTS
	05-01-20		ADD FLOWES PER 8800
DRAWN BY: HEJ			
CHECKED BY: JJJ			
APPROVED BY: HEJ			

AJ HYDRO ENGINEERING, INC.  
 5932 NW 73RD COURT  
 PARKLAND, FL 33067  
 TEL (954) 347-3397  
 AJHYDRO@BELLSOUTH.NET

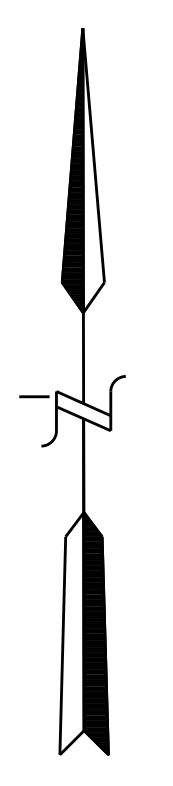
PROJECT: **MERRICK SQUARE**

TITLE: **PINES BOULEVARD RTL & BUS PULLOUT PAVING, GRADING, & DRAINAGE PLANS**

SEAL: HOWARD JABLON, PE #47514	DATE: 01/15/20
	DRAWING NO. 18-0150
	SHEET NO. PB2 OF 6



BCED REF#: BC #?



MATCH LINE SHEET PB4

STATE ROAD NAME : PINES BLVD  
 FDOT PERMIT APP. # : ?????  
 SECTION # : 86040  
 REFERENCE PROJECT # : N/A  
 STATE ROAD # : 820

**LEGEND**

	PROPOSED DRAIN PIPE & CATCH BASIN
	PROPOSED ELEVATION
	EXISTING ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED FENCE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SBD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
10. WGV	WATER GATE VALVE
11. SGV	SEWER GATE VALVE
12. CPP	CONCRETE POWER POLE
13. HH	HAND HOLE
14. OH	OVERHEAD WIRES
15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING
19. O.C.	ON CENTER

- PAVEMENT MARKINGS & SIGNAGE NOTES:**
- ALL OFF-SITE PAVEMENT MARKINGS / STRIPING AND PAVEMENT MARKINGS / STRIPING LEADING OFF-SITE SHALL BE REFLECTORIZED THERMOPLASTIC PER THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  - ALL STREET SIGNS (INCLUDING R1-1) SHALL MEET THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  - ALL PAVEMENT MARKINGS & SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS", LATEST EDITION, & BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
 TOLL FREE  
 1-800-432-4770  
 UNDERGROUND UTILITIES NOTIFICATION  
 CENTER OF FLORIDA

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

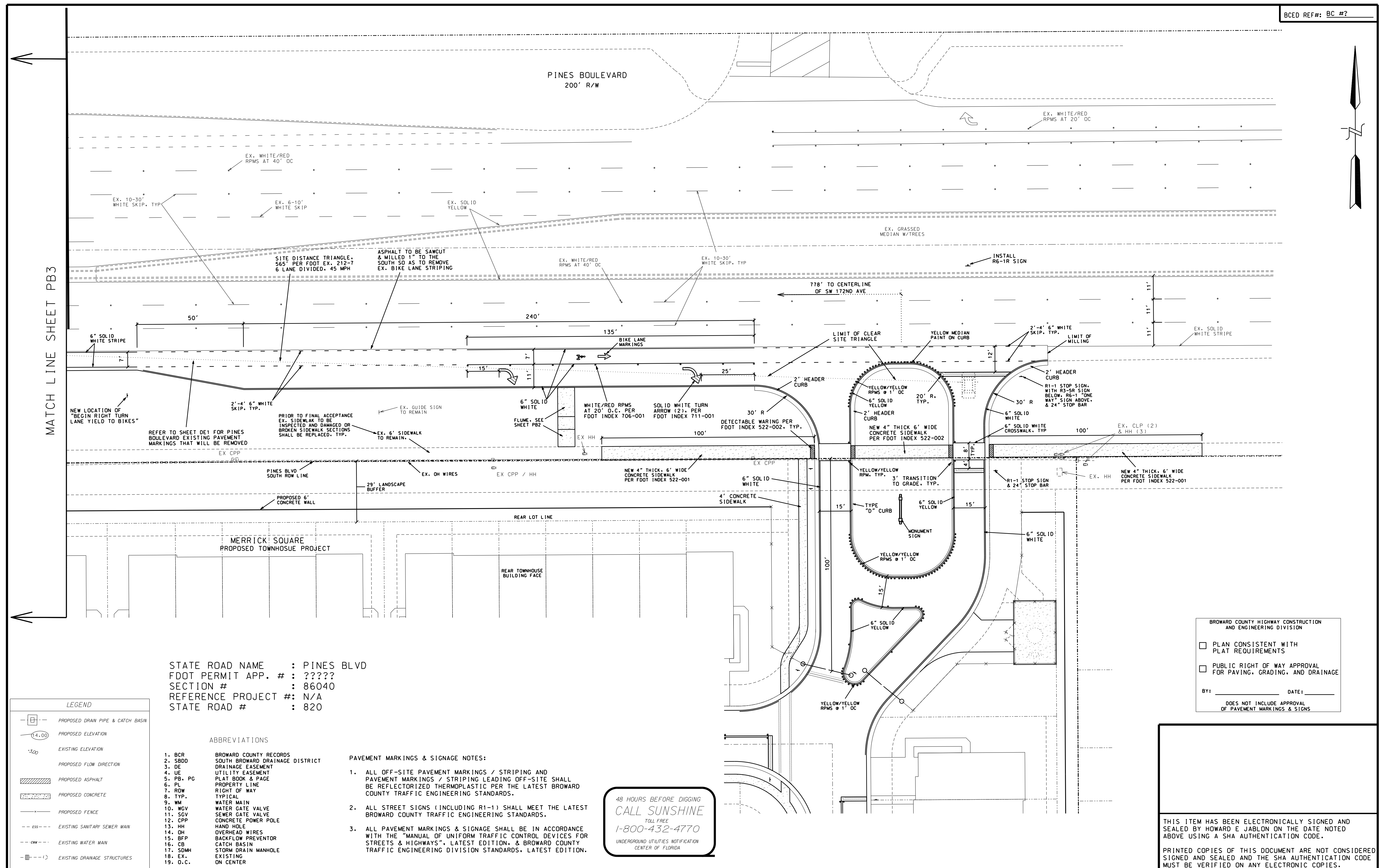
DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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SCALE: 1" = 20'	REVISIONS	REVISIONS	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	DATE: 05-01-20	COMMENTS: ADD FLUMES PER 5800	AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	MERRICK SQUARE & BUS PULLOUT PAVEMENT MARKINGS PLAN	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJJ						DRAWING NO. 18-0150
APPROVED BY: HEJ						SHEET NO. PB3 OF 6

BCED REF#: BC #?



STATE ROAD NAME : PINES BLVD  
 FDOT PERMIT APP. # : ?????  
 SECTION # : 86040  
 REFERENCE PROJECT # : N/A  
 STATE ROAD # : 820

**LEGEND**

	PROPOSED DRAIN PIPE & CATCH BASIN
	PROPOSED ELEVATION
	EXISTING ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED FENCE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
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17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING
19. O.C.	ON CENTER

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48 HOURS BEFORE DIGGING  
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 CENTER OF FLORIDA

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

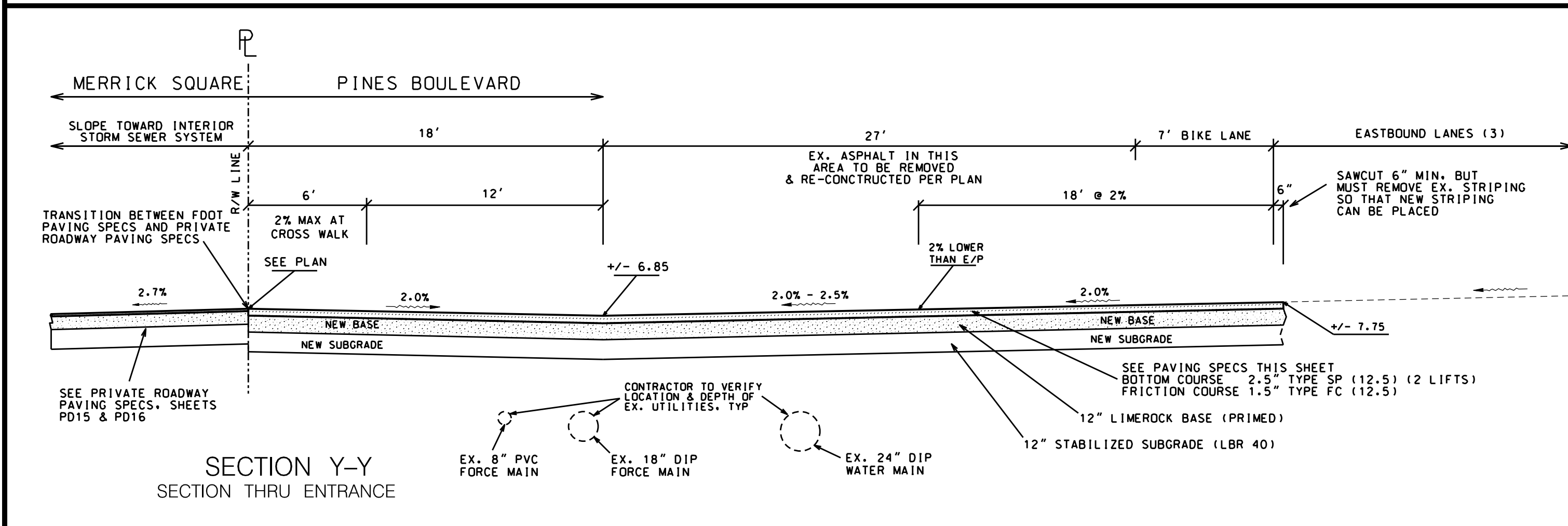
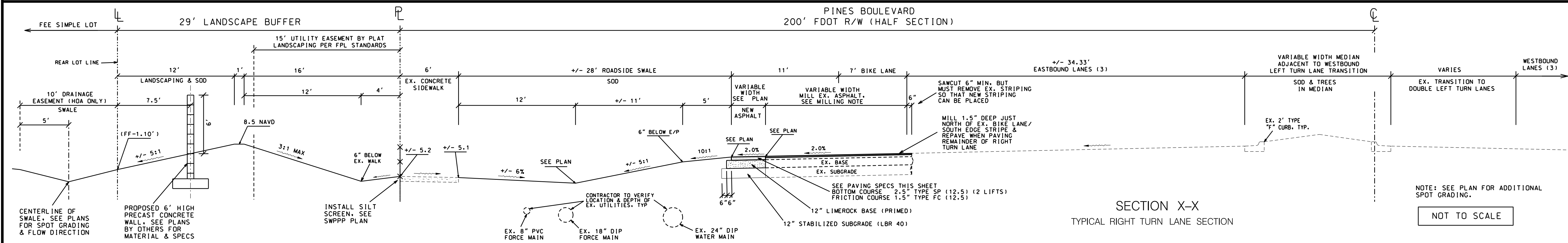
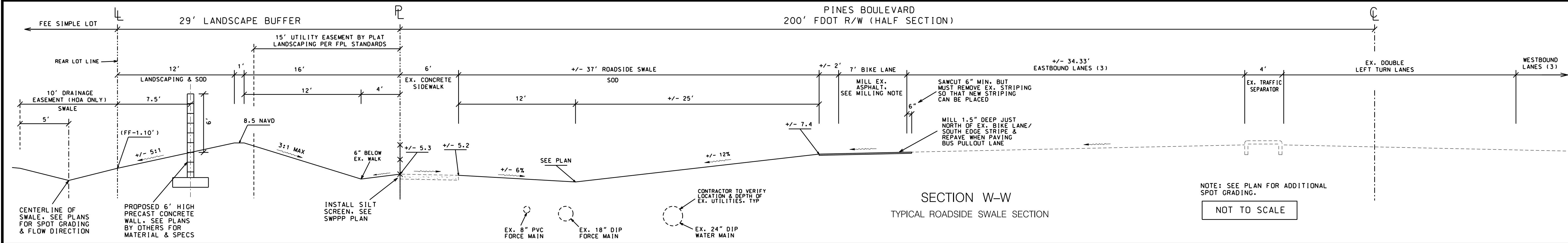
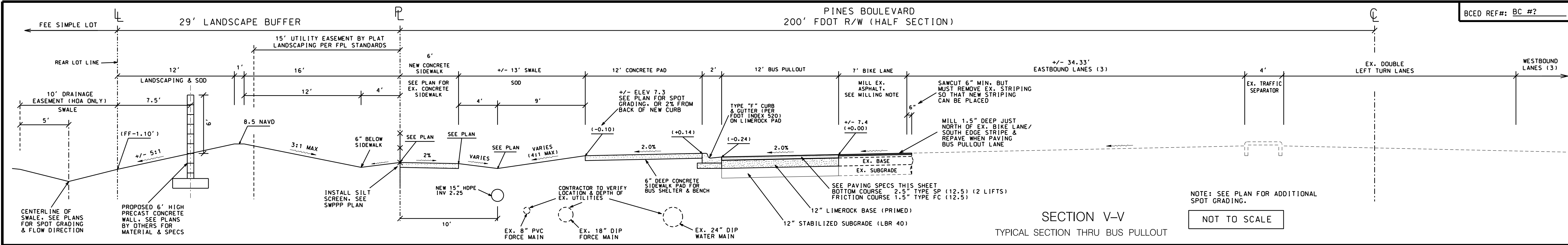
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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SCALE: 1" = 20'	REVISIONS	REVISIONS	PROJECT: <b>MERRICK SQUARE</b>	TITLE: <b>PINES BOULEVARD RTL &amp; BUS PULLOUT PAVEMENT MARKINGS PLAN</b>	SEAL:	DATE:
DRAWN BY: HEJ	DATE: 05-01-20	COMMENTS: UPDATE PER DRG ENG RAI #1, ADD SITE TRIANGLE, FLUME			DATE: 01/15/20	DRAWING NO. 18-0150
CHECKED BY: JJJ	DATE: 07-01-20	COMMENTS: UPDATE PMS PER DRG ENG. RAI #2			SHEET NO. PB4 OF 6	
APPROVED BY: HEJ			AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET	HOWARD JABLON, PE #47514		



**FOOT PAVEMENT SPECS:**  
MATCH EXISTING TYPE AND DEPTH OF ASPHALT TO 4" MAXIMUM INCLUDING FRICTION COURSE.  
LIMEROCK BASE SHALL BE A MINIMUM OF 12" AND COMPACTED IN 6" LIFTS TO 98% MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.  
STABILIZED SUBGRADE MINIMUM 12" THICK AND COMPACTED TO 98% MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180. MATERIAL TO HAVE MINIMUM LBR 40 AND CONFORM TO SECTION 160.  
REMOVE ALL MUCK, OVERBURDEN, AND ROOT MATERIAL TO THE R/W LINE, AND BACKFILL TO THE REQUIRED SUBGRADE WITH CLEAN, GRANULAR MATERIAL IN MAXIMUM 6" LIFTS COMPACTED TO 100% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-99C SPECIFICATIONS, AND EACH LIFT TESTED BEFORE PLACING NEXT LIFT.

**ELEVATION NOTES**  
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.  
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION  
 PLAN CONSISTENT WITH PLAT REQUIREMENTS  
 PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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SCALE: 1" = 30'	DATE: 01/15/20	REVISIONS:	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ	01/15/20	COMMENTS:	AJ HYDRO ENGINEERING, INC.	PINES BOULEVARD RTL & BUS PULLOUT CROSS SECTIONS	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: HEJ			5932 NW 73RD COURT			DRAWING NO. 18-0150
APPROVED BY: HEJ			PARKLAND, FL 33067			SHEET NO. PB5 OF 6
			TEL (954) 347-3397			
			AJHYDRO@BELLSOUTH.NET			

**FOOT R/W NOTES:**

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT R/W SHALL CONFORM TO THE FOOT ROADWAY & TRAFFIC DESIGN STANDARDS (LATEST EDITION), STANDARD SPECIFICATIONS (LATEST EDITION) AND THE SUPPLEMENTS THERETO..
2. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY OF THE STATE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.
3. THE APPLICANT'S ENGINEER RESPONSIBLE FOR CONSTRUCTION INSPECTION SHALL INSURE THAT THE MOT FOR THE PROJECT CONFORMS WITH STANDARD INDEX NUMBERS (600 SERIES), AND THESE DOCUMENTS: THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U. S. DEPARTMENT OF TRANSPORTATION, FHWA).
4. IF THE PERMITTED WORK IS ON A ROADWAY THAT HAS BEEN SELECTED AS A HURRICANE OR DISASTER EVACUATION ROUTE, THE APPLICANT, AT THE PRE-CONSTRUCTION CONFERENCE IS REQUIRED TO PRESENT, AS PART OF THE WORK PLAN, AN EMERGENCY FUNCTIONAL RESTORATION PLAN TO ADDRESS EVENTUALITIES SUCH AS HURRICANES.
5. THE CONTRACTOR MUST CALL THE APPROPRIATE COUNTY TRAFFIC ENGINEERING DIVISION, HAVING JURISDICTION OVER THE PROJECT, AT LEAST 48 HOURS BEFORE ANY EXCAVATION WITHIN THE FOOT RIGHT OF WAY TO DETERMINE THE LOCATION OF THE EXISTING TRAFFIC SIGNAL INTERCONNECT CABLE.
6. THE LOCATION OF EXISTING UTILITIES IS APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY CONTRACTOR. CONTRACTOR WILL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
7. BEFORE PERMIT APPROVAL AND CONSTRUCTION OF THIS PROJECT, THE APPLICANT MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE TELEPHONE NUMBER IS 954-776-4300 OR 1-800-300-8236.
8. THE APPLICANT, AT THE EARLIEST CONVENIENT TIME, SHALL NOTIFY IN WRITING ALL RIGHT OF WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
9. ALL MOT LANE CLOSURE SIGNS SHALL BE COVERED WHEN LANES ARE NOT CLOSED. NO LANES ARE TO BE CLOSED EXCEPT AT TIMES PRESCRIBED BY THE DEPARTMENT.

**MAINTENANCE OF TRAFFIC NOTE**

A MAINTENANCE OF TRAFFIC PLAN SHALL BE PREPARED CONSISTENT WITH FOOT INDEX 600 AND ALL OTHER APPLICABLE INDEXES. THE CONTRACTOR SHALL PRESENT THE MOT PLAN TO THE RECORD ENGINEER AND FOOT PRIOR TO SCHEDULING OF A PRE-CONSTRUCTION MEETING.

**LANE CLOSURE NOTE**

THE LOCAL MEDIA SHALL BE CONTACTED ONE WEEK PRIOR TO ANY LANE CLOSURES ON THE STATE ROAD SYSTEM AS IT WILL OCCUR DURING PEAK HOURS OR OVER THE SPAN OF MORE THAN ONE DAY. CONTACT BARBARA KELLEHER, FOOT PUBLIC INFORMATION OFFICE AT 954-777-4090 FOR GUIDANCE ON WHO TO CONTACT.

**SOD NOTE**

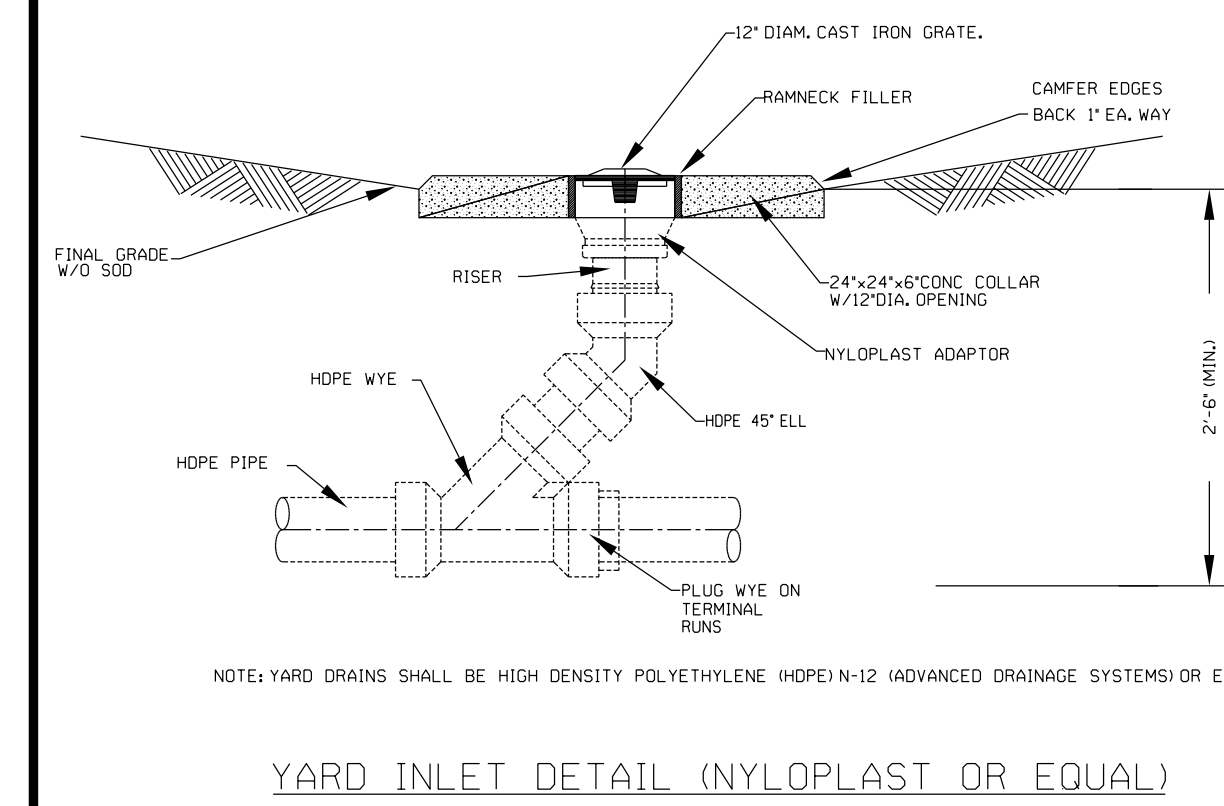
SODDING SHALL BE IN ACCORDANCE WITH SECTION 575.

**MOT NOTE (CONTRACTOR TO PROVIDE DETAILED MOT PLAN)**

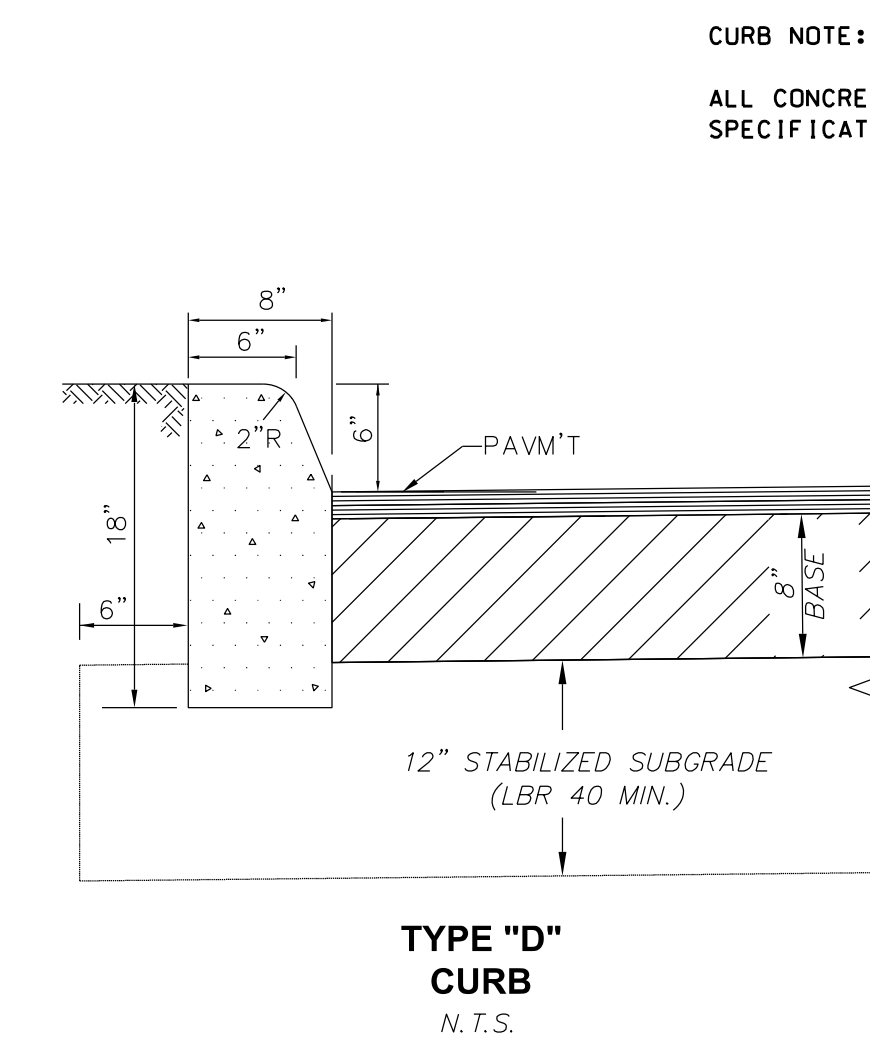
FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.

**GENERAL NOTES**

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES. IF THE ELEVATIONS CONFLICT WITH THE PROPOSED UTILITIES, CONTACT THE ENGINEER OF RECORD IMMEDIATELY.
2. DENSITY TESTS SHALL BE PERFORMED BY A CERTIFIED GEOTECHNICAL ENGINEERING FIRM DURING INSTALLATION OF ANY STRUCTURES, PIPE, ROAD SUBGRADE, BASE, CURB, & SIDEWALK.
3. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AND ARE BASED ON AS-BUILT INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE DEPTH AND LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY AND ALL CONFLICTS WITH EXISTING UTILITIES SHALL BE REPORTED TO THE ENGINEER OF RECORD.



YARD INLET DETAIL (NYLOPLAST OR EQUAL)



TYPE "D" CURB  
N.T.S.

**CURB NOTES:**

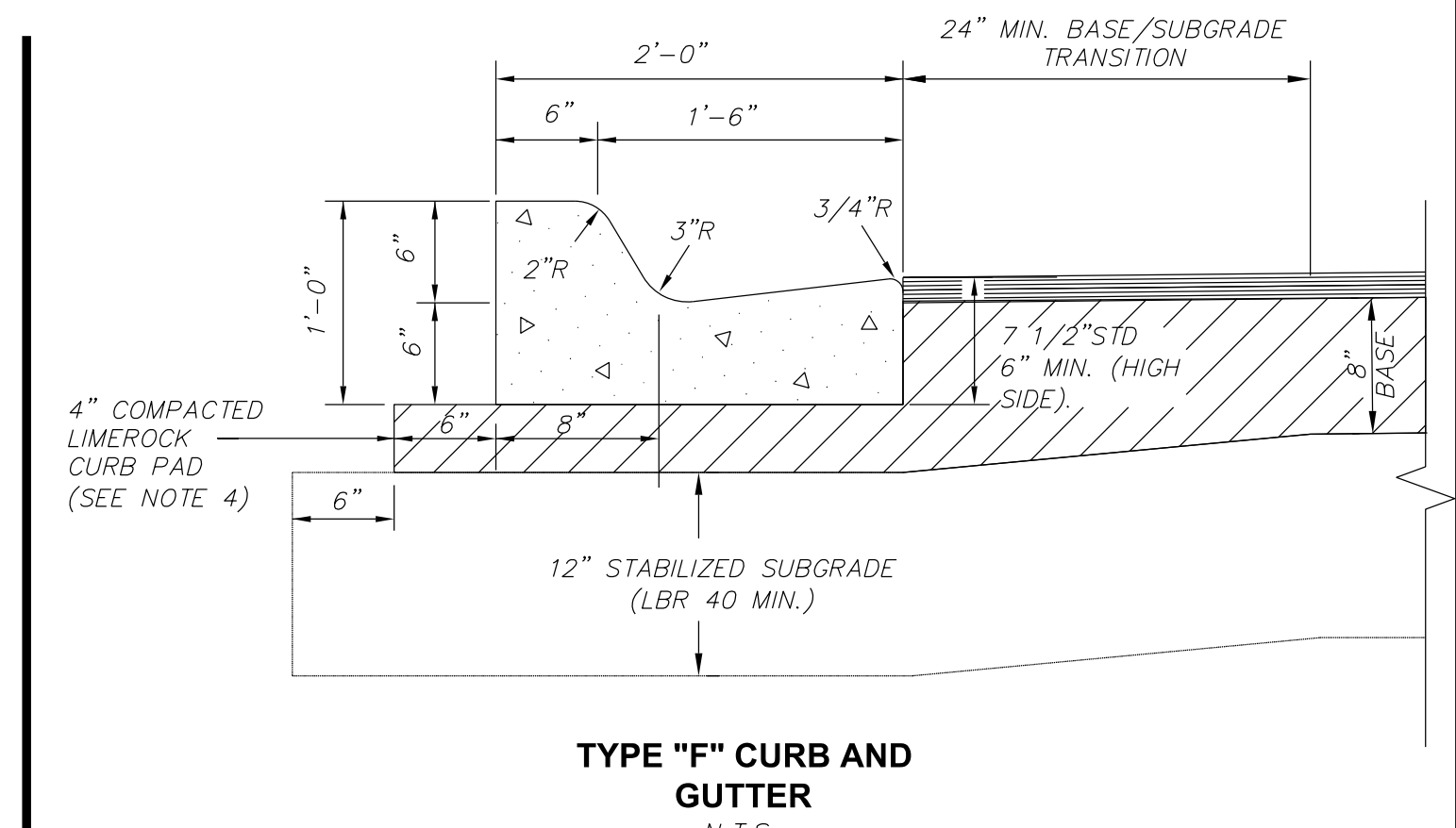
1. PROVIDE 1/4" WIDE CONTRACTION JOINT A MINIMUM OF 1-1/2" DEEP AND AT 10' SPACING MAXIMUM FOR ALL CURBS.
2. CONCRETE SHALL BE 3000 P.S.I. MIN. @ 28 DAYS.
3. TYPE "D" CURB FOR PARKING LOTS MAY BE INSTALLED AS "TRENCHED" D CURB WITH EXTRUDED TOP AT THE CONTRACTOR'S OPTION. TRENCHED CURB REQUIRES CITY TRENCH INSPECTION AND APPROVAL. EXTRUDED CURB MUST BE PLACED WITHIN 15 MINUTES OF PLACEMENT OF TRENCH CONCRETE. EXTRUDED CURB AND TRENCH CONCRETE SHALL BE MONOLITHIC.

TYPE "D" CURB DETAILS  
NOT TO SCALE

**CURB NOTE:**

ALL CONCRETE CURB MUST BE PER FOOT INDEX 522-001, AND FOOT SPECIFICATION, INCLUDING ON-SITE AND OFF-SITE.

BCED REF#: BC #?

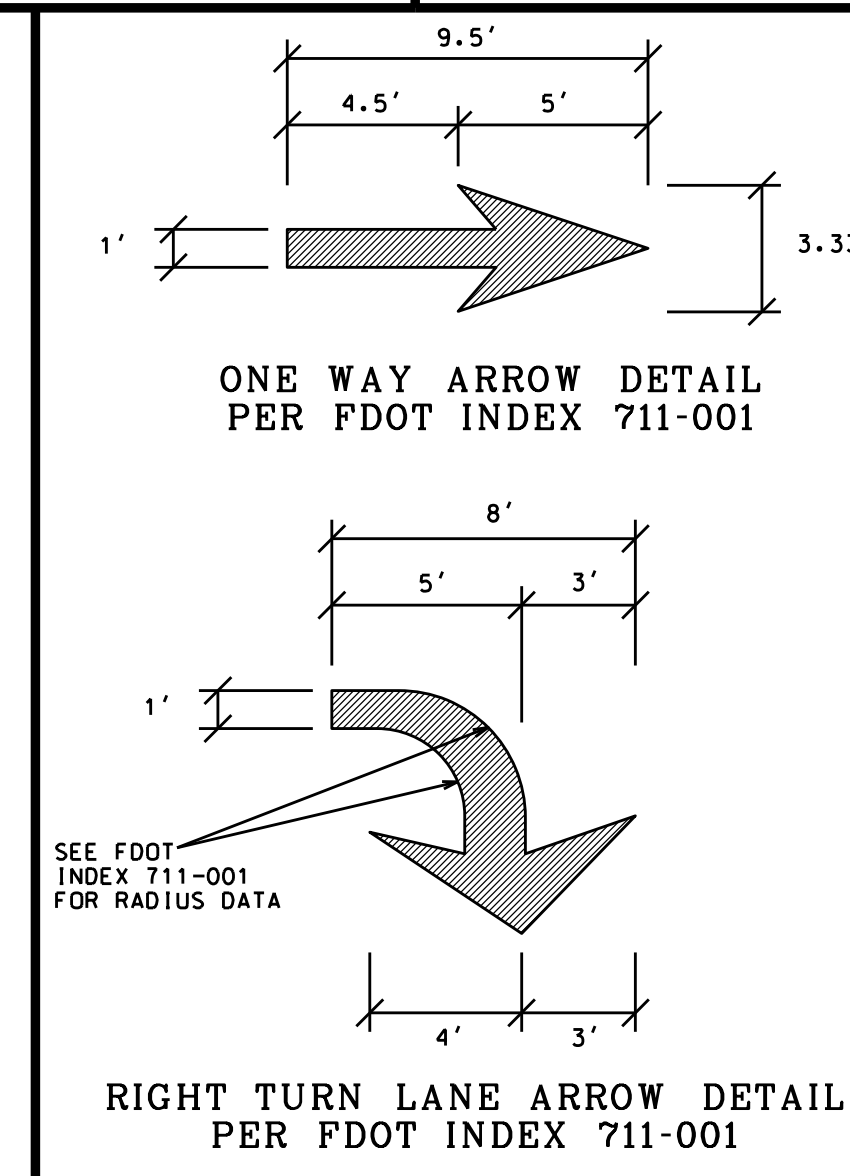


TYPE "F" CURB AND GUTTER  
N.T.S.

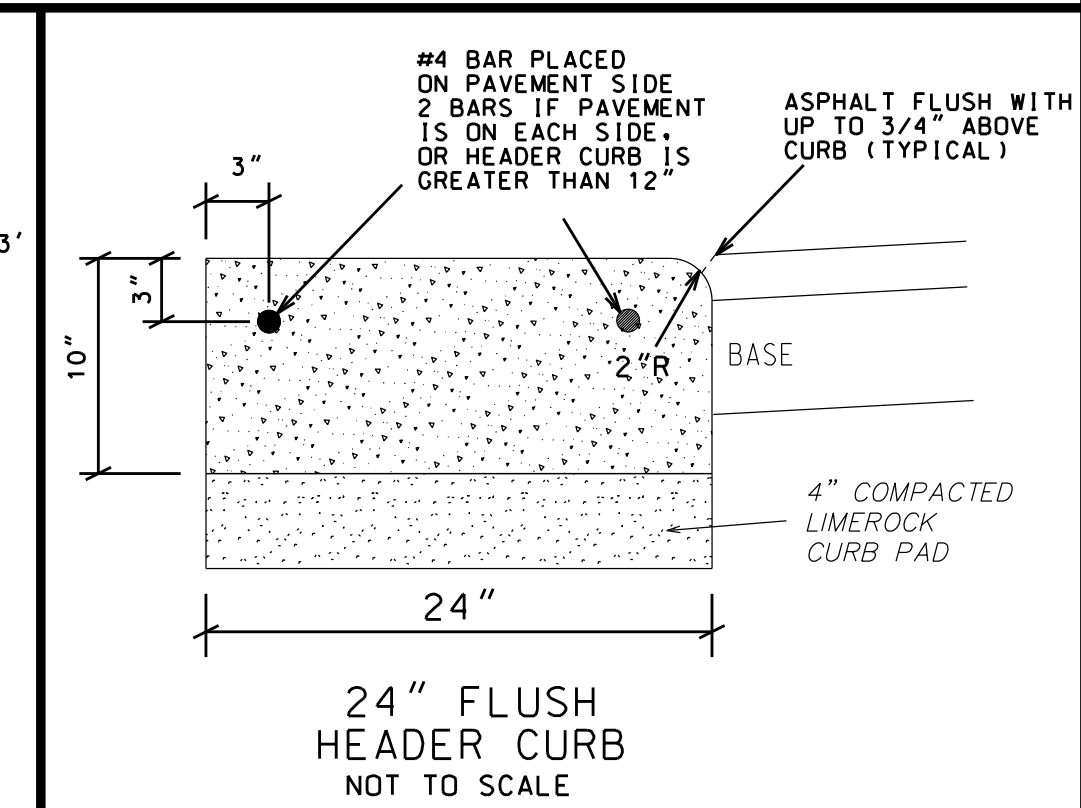
**CURB NOTES:**

1. WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF TYPE "F" GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.
2. PROVIDE 1/4" WIDE CONTRACTION JOINT A MINIMUM OF 1-1/2" DEEP AND AT 10' SPACING MAXIMUM FOR ALL CURBS.
3. CONCRETE SHALL BE 3000 P.S.I. MIN. @ 28 DAYS.
4. COMPACT CURB PAD TO A DENSITY OF 98% OF AASHTO T-180 SPECIFICATION.

TYPE "F" CURB & GUTTER DETAILS  
NOT TO SCALE



RIGHT TURN LANE ARROW DETAIL PER FOOT INDEX 711-001



BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

**ELEVATION NOTES**

1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

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SCALE: 1" = 30'	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	07-01-20	UPDATE PMS PER DRC ENG. RA1 #2		
CHECKED BY: JJJ				
APPROVED BY: HEJ				

AJ HYDRO ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

**PROJECT:**

MERRICK SQUARE

**TITLE:**

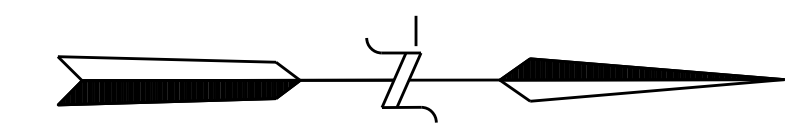
PINES BOULEVARD RTL & BUS PULLOUT DETAILS & NOTES

SEAL:	DATE: 01/15/20
	DRAWING NO. 18-0150
	SHEET NO. PB6 OF 6

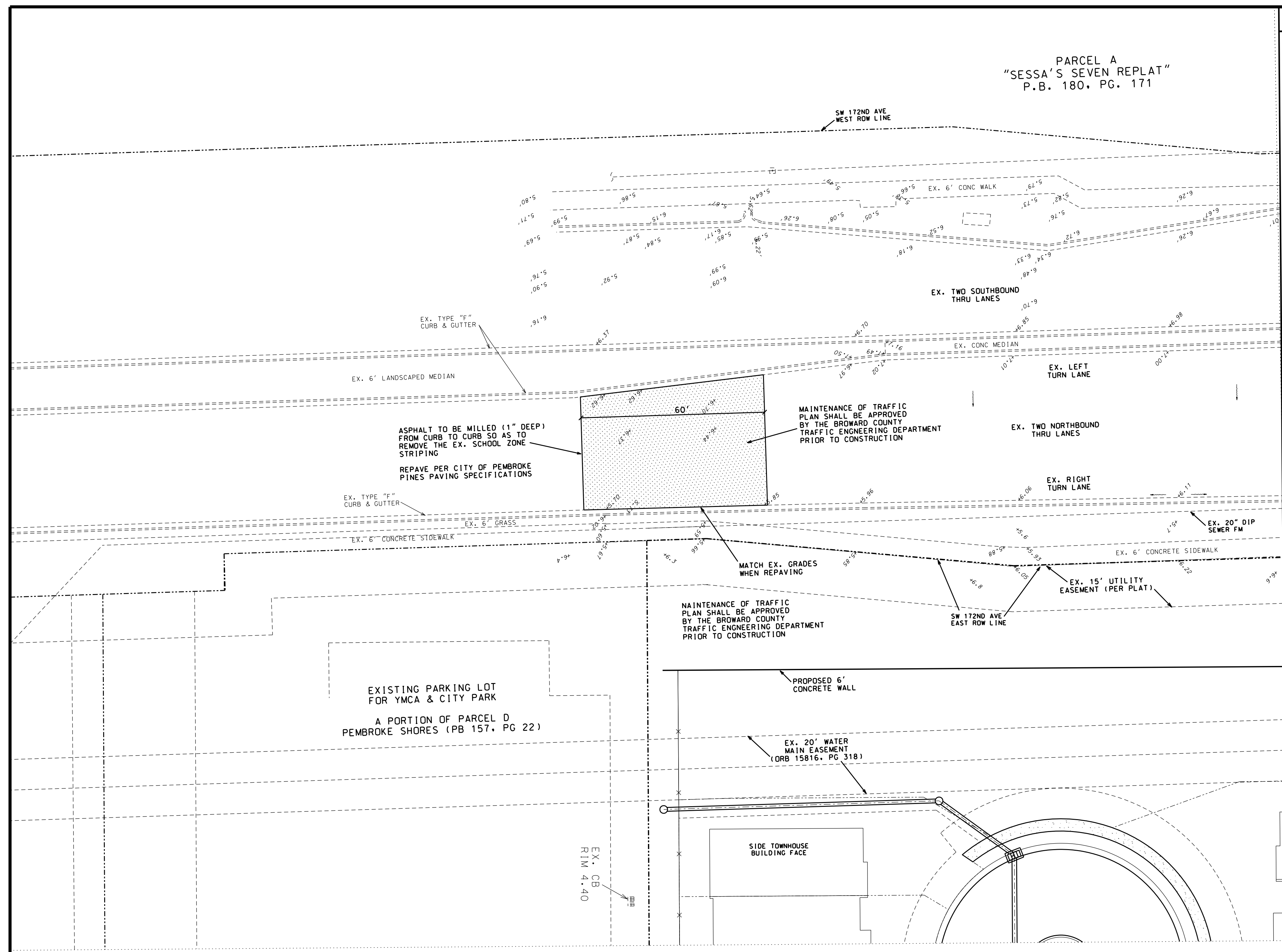
HOWARD JABLON, PE #47514



BCED REF#: BC #?



PARCEL A  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171



MATCH LINE SHEET OSW2

EXISTING PARKING LOT  
FOR YMCA & CITY PARK  
A PORTION OF PARCEL D  
PEMBROKE SHORES (PB 157, PG 22)

SEE SHEET PD6

BROWARD COUNTY HIGHWAY CONSTRUCTION  
AND ENGINEERING DIVISION

PLAN CONSISTENT WITH  
PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL  
FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL  
OF PAVEMENT MARKINGS & SIGNS

**LEGEND**

	PROPOSED DRAIN PIPE & CATCH BASIN
	PROPOSED ELEVATION
	EXISTING ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED FENCE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

1. BCR	BROWARD COUNTY RECORDS
2. SBDD	SOUTH BROWARD DRAINAGE DISTRICT
3. DE	DRAINAGE EASEMENT
4. UE	UTILITY EASEMENT
5. PB, PG	PLAT BOOK & PAGE
6. PL	PROPERTY LINE
7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
10. WGV	WATER GATE VALVE
11. SGV	SEWER GATE VALVE
12. CPP	CONCRETE POWER POLE
13. HH	HAND HOLE
14. OH	OVERHEAD WIRES
15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING

**ELEVATION NOTES**

- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

48 HOURS BEFORE DIGGING  
CALL SUNSHINE  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE: 1" = 20'  
DRAWN BY: HEJ  
CHECKED BY: JJJ  
APPROVED BY: HEJ

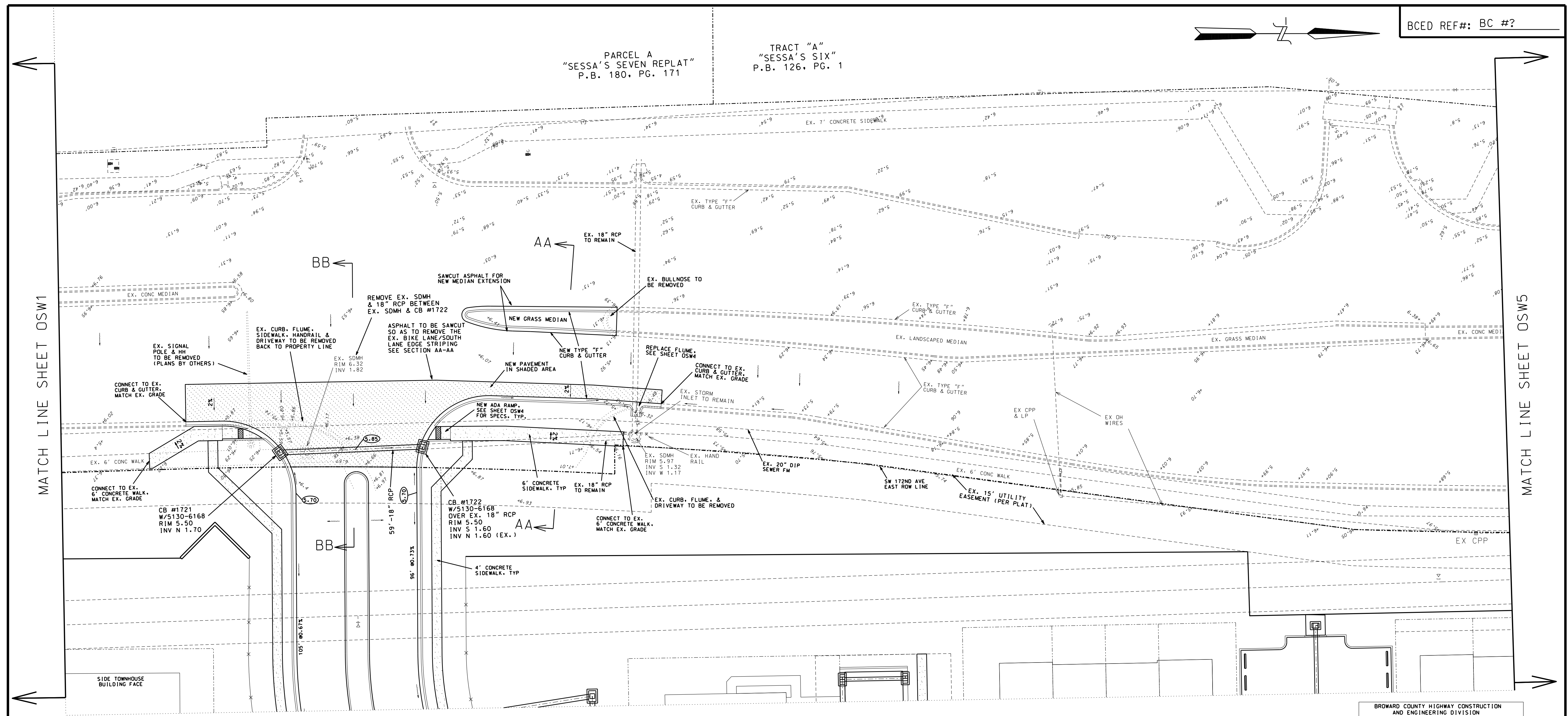
REVISIONS		REVISIONS	
DATE	COMMENTS	DATE	COMMENTS

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:  
**MERRICK SQUARE**

TITLE:  
SW 172ND AVENUE IMPROVEMENTS  
PAVING, GRADING, & DRAINAGE PLANS

SEAL: HOWARD JABLON, PE #47514  
DATE: 01/15/20  
DRAWING NO. 18-0150  
SHEET NO. OSW1 OF 6



BCED REF#: BC #?

PARCEL A  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171

TRACT "A"  
"SESSA'S SIX"  
P.B. 126, PG. 1

MATCH LINE SHEET OSW1

MATCH LINE SHEET OSW5

SEE SHEET PD4

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

**LEGEND**

- PROPOSED DRAIN PIPE & CATCH BASIN
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED FENCE
- EXISTING SANITARY SEWER MAIN
- EXISTING WATER MAIN
- EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

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4. UE	UTILITY EASEMENT
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7. ROW	RIGHT OF WAY
8. TYP.	TYPICAL
9. WM	WATER MAIN
10. WGV	WATER GATE VALVE
11. SGV	SEWER GATE VALVE
12. CPP	CONCRETE POWER POLE
13. HH	HAND HOLE
14. OH	OVERHEAD WIRES
15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING

**ELEVATION NOTES**

- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

**DEMOLITION NOTES**

- THE EXISTING ASPHALT DRIVEWAY AND BASEROCK SHALL BE COMPLETELY REMOVED AT LOCATIONS NOTED ON PLANS.
- ALL DEMOLITION MATERIAL (ASPHALT, DRAINAGE, CONCRETE, CURB, POWER POLES, ETC.) SHALL BE COMPLETELY REMOVED AND PROPERLY DISPOSED OF AT NO ADDITIONAL COST TO THE OWNER OR DEVELOPER.
- THE EXISTING DRAINAGE AND ANY OTHER UNDERGROUND UTILITIES THAT ARE DESIGNATED TO REMAIN SHALL BE PROTECTED DURING THE DEMOLITION OF THE EXISTING ASPHALT, AS WELL AS DURING CONSTRUCTION OF THE SITE.
- UPON COMPLETION OF CONSTRUCTION, THE ROAD RIGHT OF WAY SHALL BE RESTORED TO ITS EXISTING CONDITION, OR BETTER.

**STORM SEWER STRUCTURE SCHEDULE**

BASIN # & CB #	IS AREA (ACT) FRAME #	INLET SIZE	GRATE #	RIM	INVERT			
					NORTH	SOUTH	EAST	WEST
1721	NA	5130	5.50	1.70				
AS-BUILT	NOTE 1	6168						
1722	NA	5130	5.50	1.60 (EX.)	1.60			
AS-BUILT		6168						

**NOTE:**

ALL INLET TYPES ARE PER FDOT INDEX 452-052. STRUCTURES MAY BE LARGER THAN THE FDOT STANDARD TO FIT PIPES FOR ACCESS, ANGLES, ETC., BUT THEY CANNOT BE SMALLER.

1. FDOT TYPE "C" INLET.

IN ADDITION THE FDOT STANDARDS, ALL STRUCTURES SHALL MEET THE SBDD CRITERIA FOR WALL THICKNESS (8"), SUMPS, AND CLEARANCES. SEE SHEET PD22, THE SBDD DETAIL SHEET FOR ADDITIONAL INFORMATION.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
TOLL FREE  
1-800-432-4770  
UNDERGROUND UTILITIES NOTIFICATION  
CENTER OF FLORIDA

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SCALE: 1" = 20'	REVISIONS	REVISIONS	
DATE	COMMENTS	DATE	COMMENTS
05-21-20	ADD EX. SDMH INVERTS, UPDATE NEW CB DESIGN		

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:

# MERRICK SQUARE

TITLE:

## SW 172ND AVENUE IMPROVEMENTS PAVING, GRADING, & DRAINAGE PLANS

SEAL: HOWARD JABLON, PE #47514

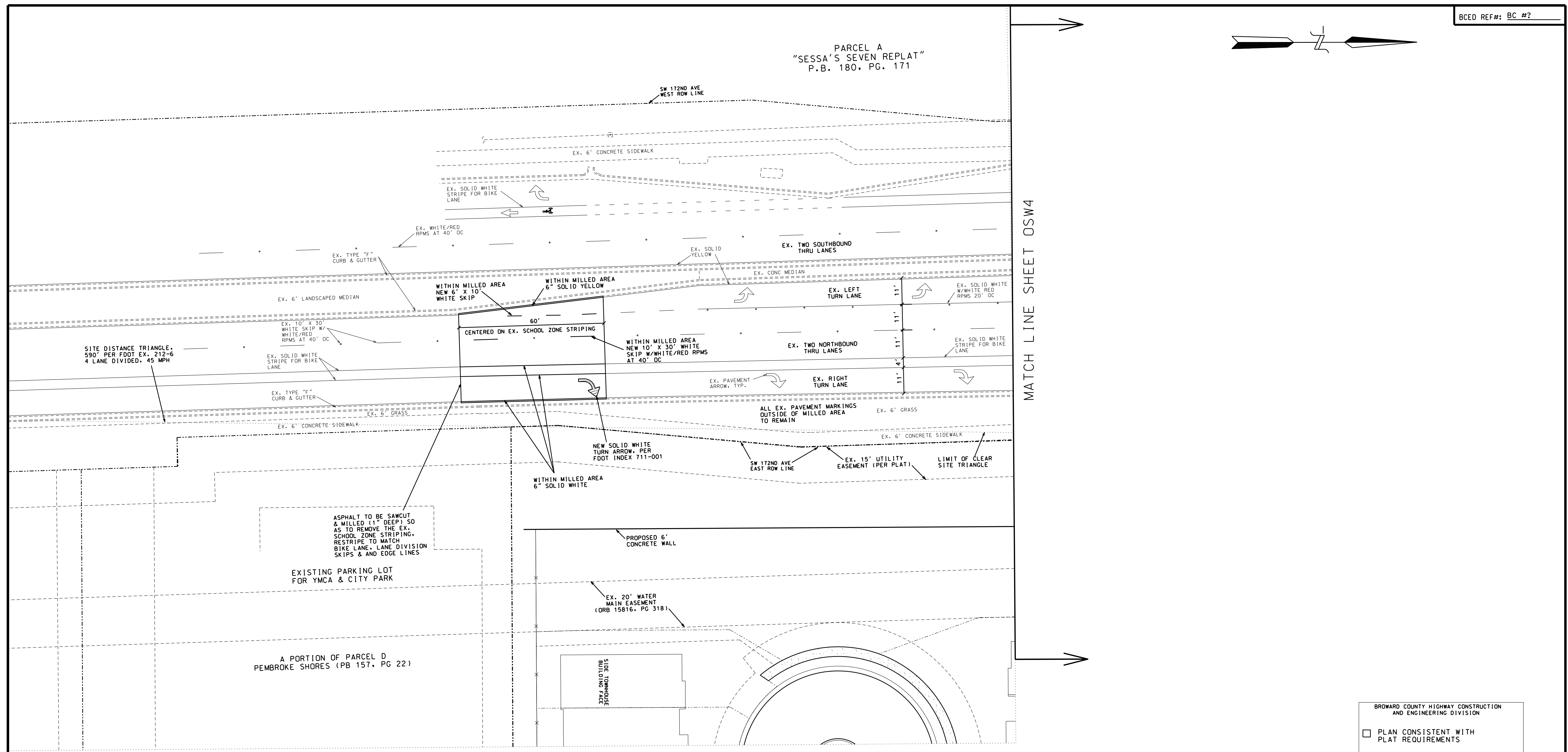
DATE: 01/15/20

DRAWING NO. 18-0150

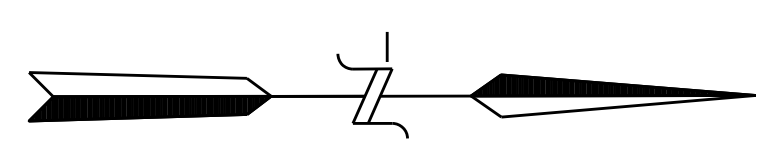
SHEET NO. OSW2 OF 6

BCED REF#: BC #?

PARCEL A  
"SESSA'S SEVEN REPLAT"  
P.B. 180, PG. 171



MATCH LINE SHEET OSW4



SITE DISTANCE TRIANGLE.  
590' PER FOOT EX. 212-6  
4 LANE DIVIDED, 45 MPH

ASPHALT TO BE SAWCUT  
& MILLED (1" DEEP) SO  
AS TO REMOVE THE EX.  
SCHOOL ZONE STRIPING.  
RESTRIPING TO MATCH  
BIKE LANE, LANE DIVISION  
SKIPS & AND EDGE LINES

A PORTION OF PARCEL D  
PEMBROKE SHORES (PB 157, PG 22)

SEE SHEET PD13

BROWARD COUNTY HIGHWAY CONSTRUCTION  
AND ENGINEERING DIVISION

PLAN CONSISTENT WITH  
PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL  
FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL  
OF PAVEMENT MARKINGS & SIGNS

**LEGEND**

	PROPOSED DRAIN PIPE & CATCH BASIN
	PROPOSED ELEVATION
	EXISTING ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED FENCE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

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15. BFP	BACKFLOW PREVENTOR
16. CB	CATCH BASIN
17. SDMH	STORM DRAIN MANHOLE
18. EX.	EXISTING
19. O.C.	ON CENTER

- PAVEMENT MARKINGS & SIGNAGE NOTES:**
- ALL OFF-SITE PAVEMENT MARKINGS / STRIPING AND PAVEMENT MARKINGS / STRIPING LEADING OFF-SITE SHALL BE REFLECTORIZED THERMOPLASTIC PER THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  - ALL STREET SIGNS (INCLUDING R1-1) SHALL MEET THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  - ALL PAVEMENT MARKINGS & SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS", LATEST EDITION, & BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.



SCALE: 1" = 20'

DRAWN BY: HEJ

CHECKED BY: JJJ

APPROVED BY: HEJ

REVISIONS		REVISIONS	
DATE	COMMENTS	DATE	COMMENTS

AJ HYDRO  
ENGINEERING, INC.  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

PROJECT:

# MERRICK SQUARE

TITLE:

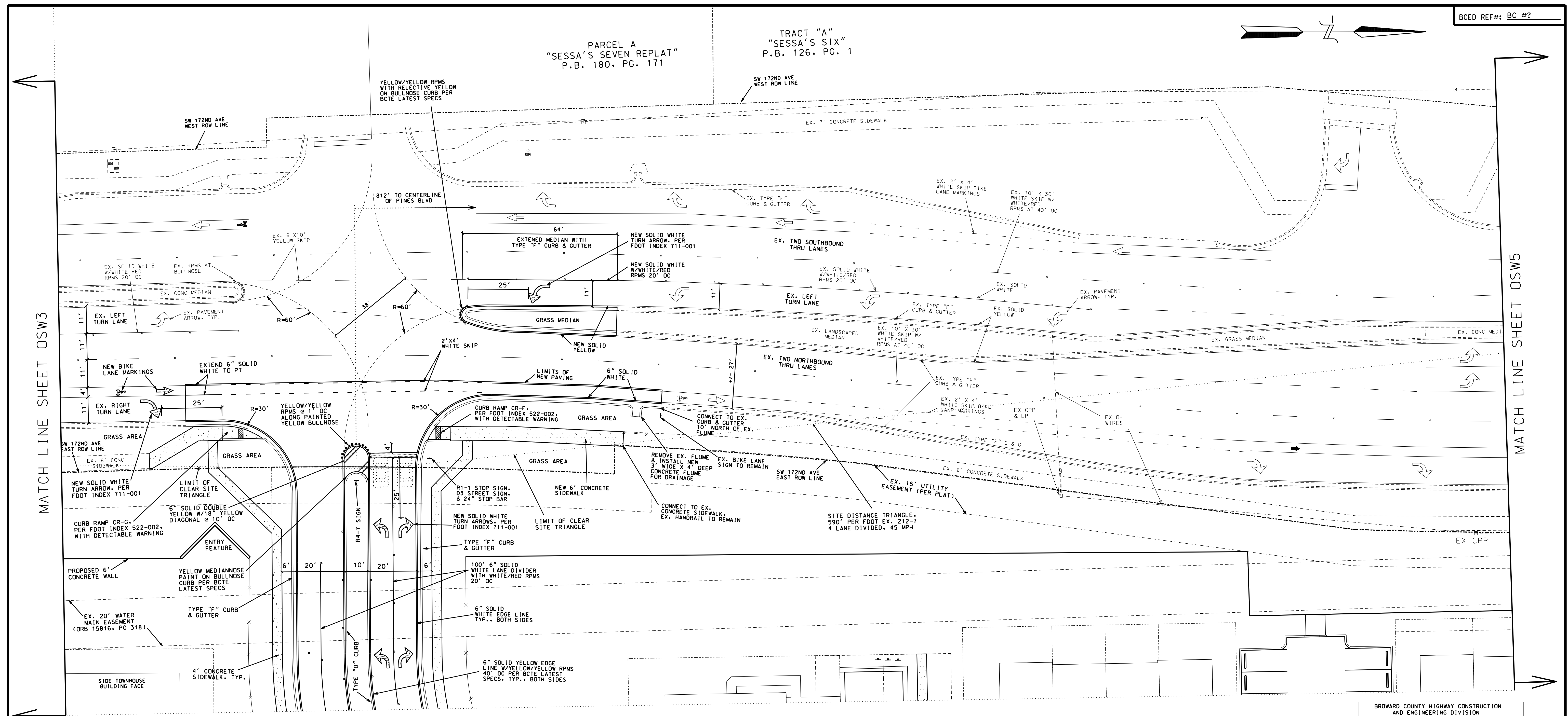
## SW 172ND AVENUE IMPROVEMENTS PAVEMENT MARKINGS PLANS

SEAL: \_\_\_\_\_ DATE: 01/15/20

DRAWING NO. 18-0150

SHEET NO. OSW3 OF 6

HOWARD JABLON, PE #47514



BCED REF#: BC #?

MATCH LINE SHEET OSW3

MATCH LINE SHEET OSW5

SEE SHEET PD11

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

**LEGEND**

	PROPOSED DRAIN PIPE & CATCH BASIN
	PROPOSED ELEVATION
	EXISTING ELEVATION
	PROPOSED FLOW DIRECTION
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	PROPOSED FENCE
	EXISTING SANITARY SEWER MAIN
	EXISTING WATER MAIN
	EXISTING DRAINAGE STRUCTURES

**ABBREVIATIONS**

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17. SDM	STORM DRAIN MANHOLE
18. EX.	EXISTING
19. O.C.	ON CENTER

- PAVEMENT MARKINGS & SIGNAGE NOTES:**
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  - ALL STREET SIGNS (INCLUDING R1-1) SHALL MEET THE LATEST BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS.
  - ALL PAVEMENT MARKINGS & SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS", LATEST EDITION, & BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS, LATEST EDITION.

48 HOURS BEFORE DIGGING  
**CALL SUNSHINE**  
 TOLL FREE  
 1-800-432-4770  
 UNDERGROUND UTILITIES NOTIFICATION  
 CENTER OF FLORIDA

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SCALE: 1" = 20'	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	05-01-20	ADD FOOT SITE TRIANGLE PER CITY TRAFFIC RAI #1		
CHECKED BY: JJJ	07-01-20	UPDATE PMS PER DRG. ENG. RAI #2		
APPROVED BY: HEJ				

AJ HYDRO  
 ENGINEERING, INC.  
 5932 NW 73RD COURT  
 PARKLAND, FL 33067  
 TEL (954) 347-3397  
 AJHYDRO@BELLSOUTH.NET

PROJECT: **MERRICK SQUARE**

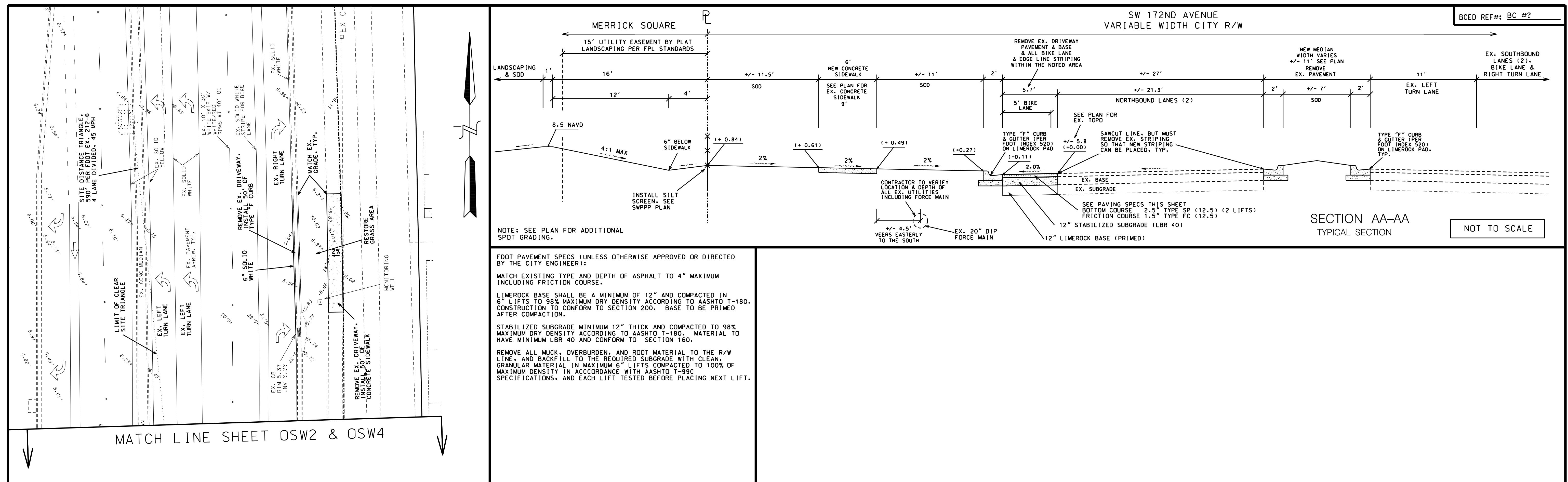
FILE: SW 172ND AVENUE IMPROVEMENTS PAVEMENT MARKINGS PLANS

SEAL: HOWARD JABLON, PE #47514

DATE: 01/15/20

DRAWING NO. 18-0150

SHEET NO. OSW4 OF 6



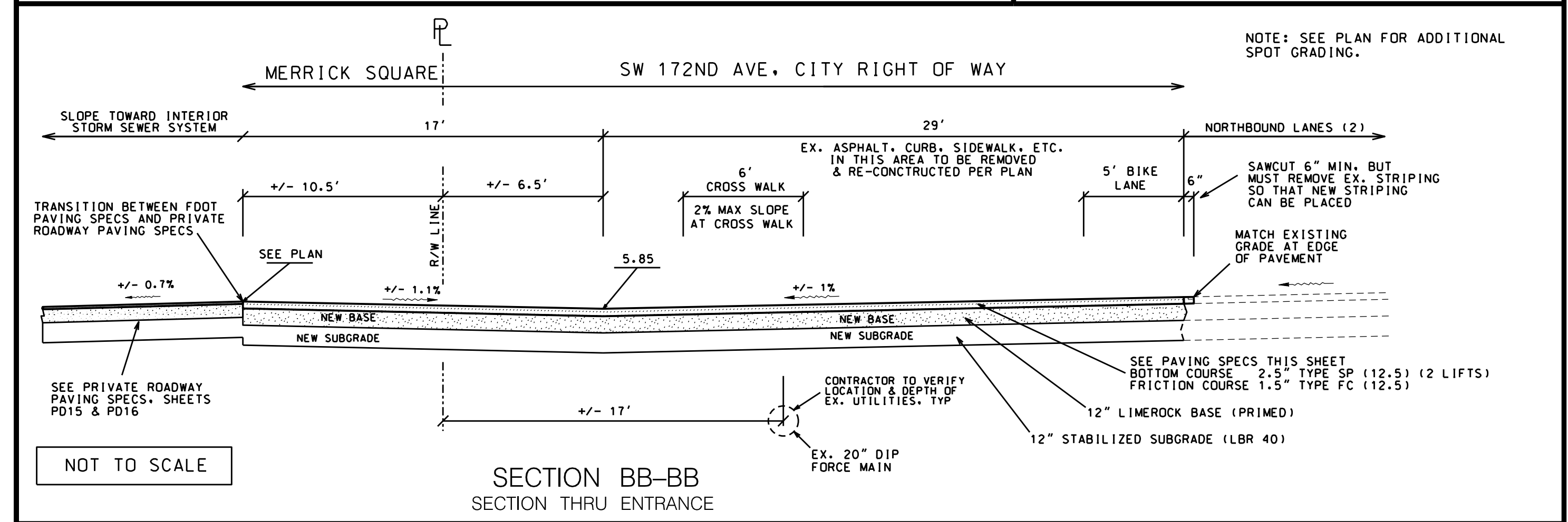
NOTE: SEE PLAN FOR ADDITIONAL SPOT GRADING.

FFOT PAVEMENT SPECS (UNLESS OTHERWISE APPROVED OR DIRECTED BY THE CITY ENGINEER):  
MATCH EXISTING TYPE AND DEPTH OF ASPHALT TO 4" MAXIMUM INCLUDING FRICTION COURSE.

LIMEROCK BASE SHALL BE A MINIMUM OF 12" AND COMPACTED IN 6" LIFTS TO 98% MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.

STABILIZED SUBGRADE MINIMUM 12" THICK AND COMPACTED TO 98% MAXIMUM DRY DENSITY ACCORDING TO AASHTO T-180. MATERIAL TO HAVE MINIMUM LBR 40 AND CONFORM TO SECTION 160.

REMOVE ALL MUCK, OVERBURDEN, AND ROOT MATERIAL TO THE R/W LINE AND BACKFILL TO THE REQUIRED SUBGRADE WITH CLEAN GRANULAR MATERIAL IN MAXIMUM 6" LIFTS COMPACTED TO 100% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-99C SPECIFICATIONS, AND EACH LIFT TESTED BEFORE PLACING NEXT LIFT.



- ELEVATION NOTES
1. ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
  2. TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

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SCALE: 1" = 30'	DATE: 3/13	REVISIONS:	REVISIONS:	PROJECT:	TITLE:	SEAL:	DATE:
DRAWN BY: HEJ		COMMENTS:	COMMENTS:	MERRICK SQUARE	SW 172ND AVENUE IMPROVEMENTS CROSS SECTIONS	HOWARD JABLON, PE #47514	01/15/20
CHECKED BY: JJJ							DRAWING NO. 18-0150
APPROVED BY: HEJ							SHEET NO. OSW5 OF 6
AJ HYDRO ENGINEERING, INC. 5932 NW 73RD COURT PARKLAND, FL 33067 TEL (954) 347-3397 AJHYDRO@BELLSOUTH.NET							

**MAINTENANCE OF TRAFFIC NOTE**  
A MAINTENANCE OF TRAFFIC PLAN SHALL BE PREPARED CONSISTENT WITH FOOT INDEX 600 AND ALL OTHER APPLICABLE INDEXES. THE CONTRACTOR SHALL PRESENT THE MOT PLAN TO THE RECORD ENGINEER AND FDOT PRIOR TO SCHEDULING OF A PRE-CONSTRUCTION MEETING.

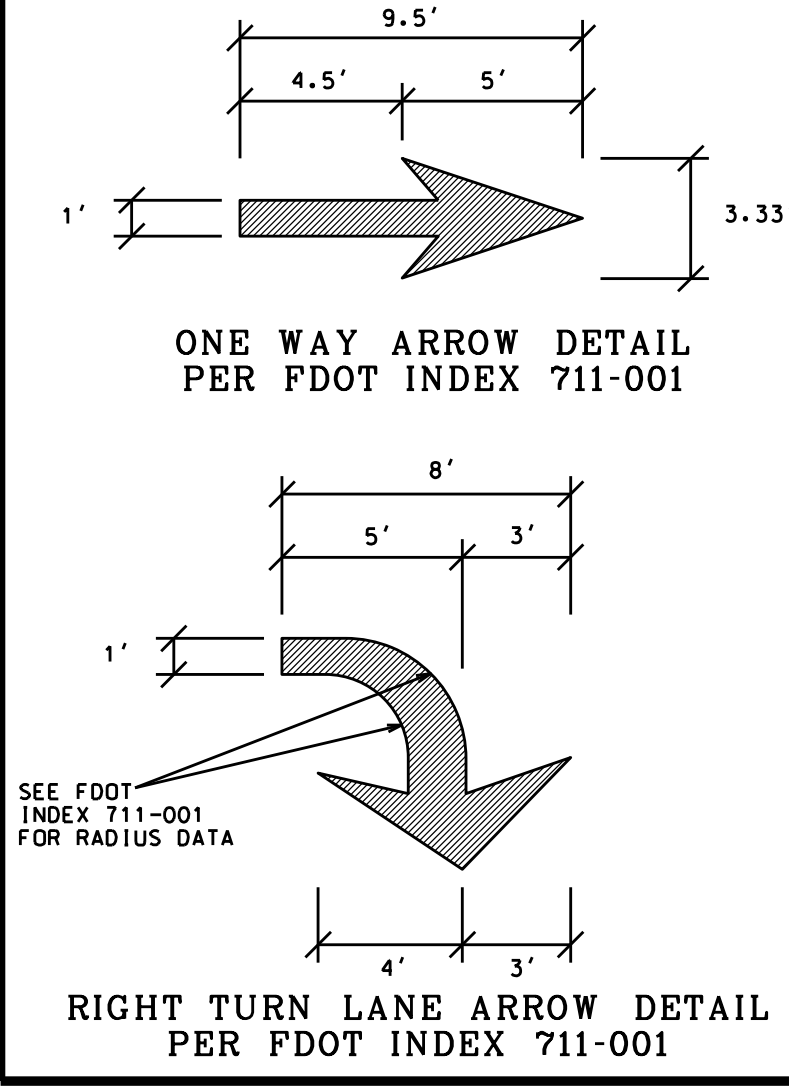
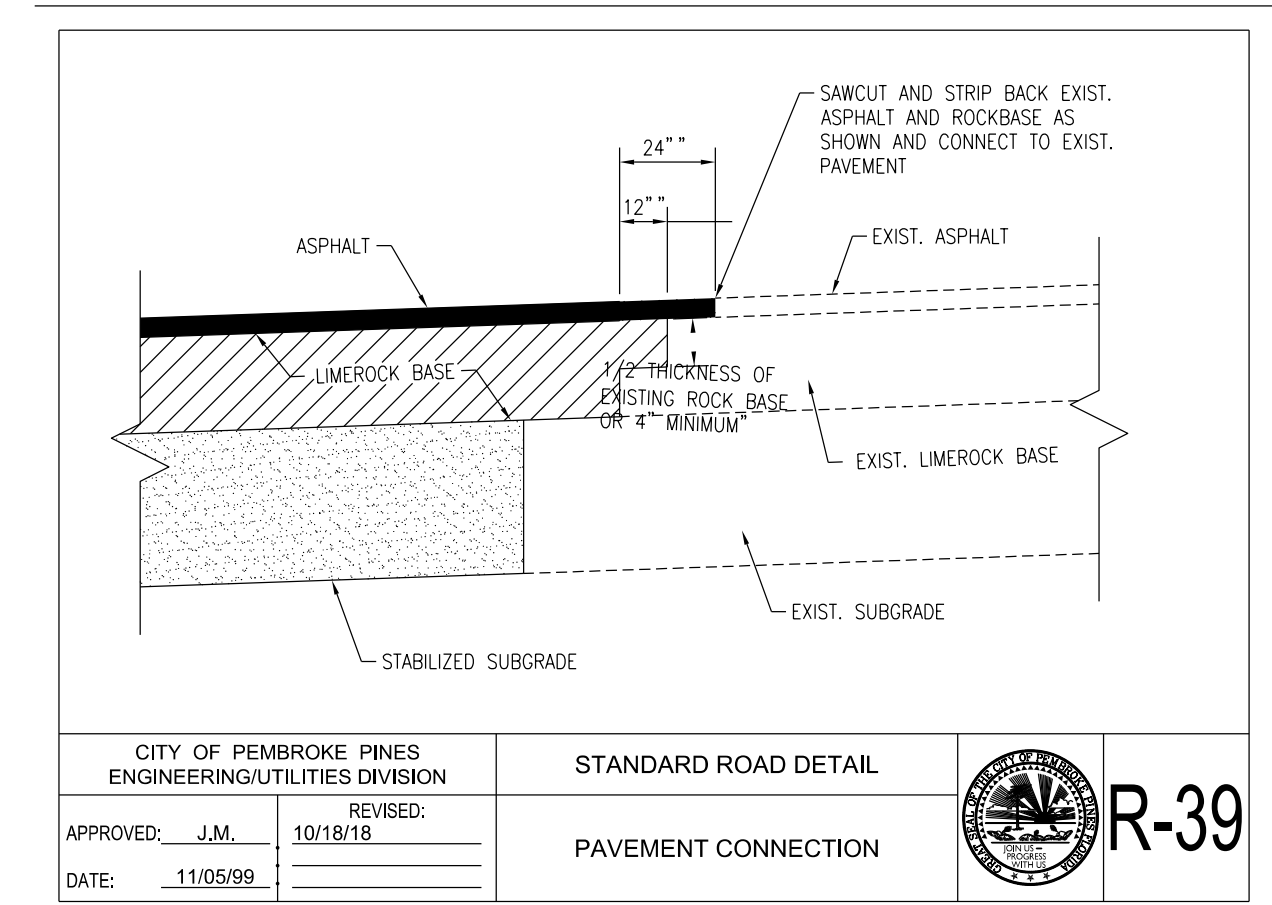
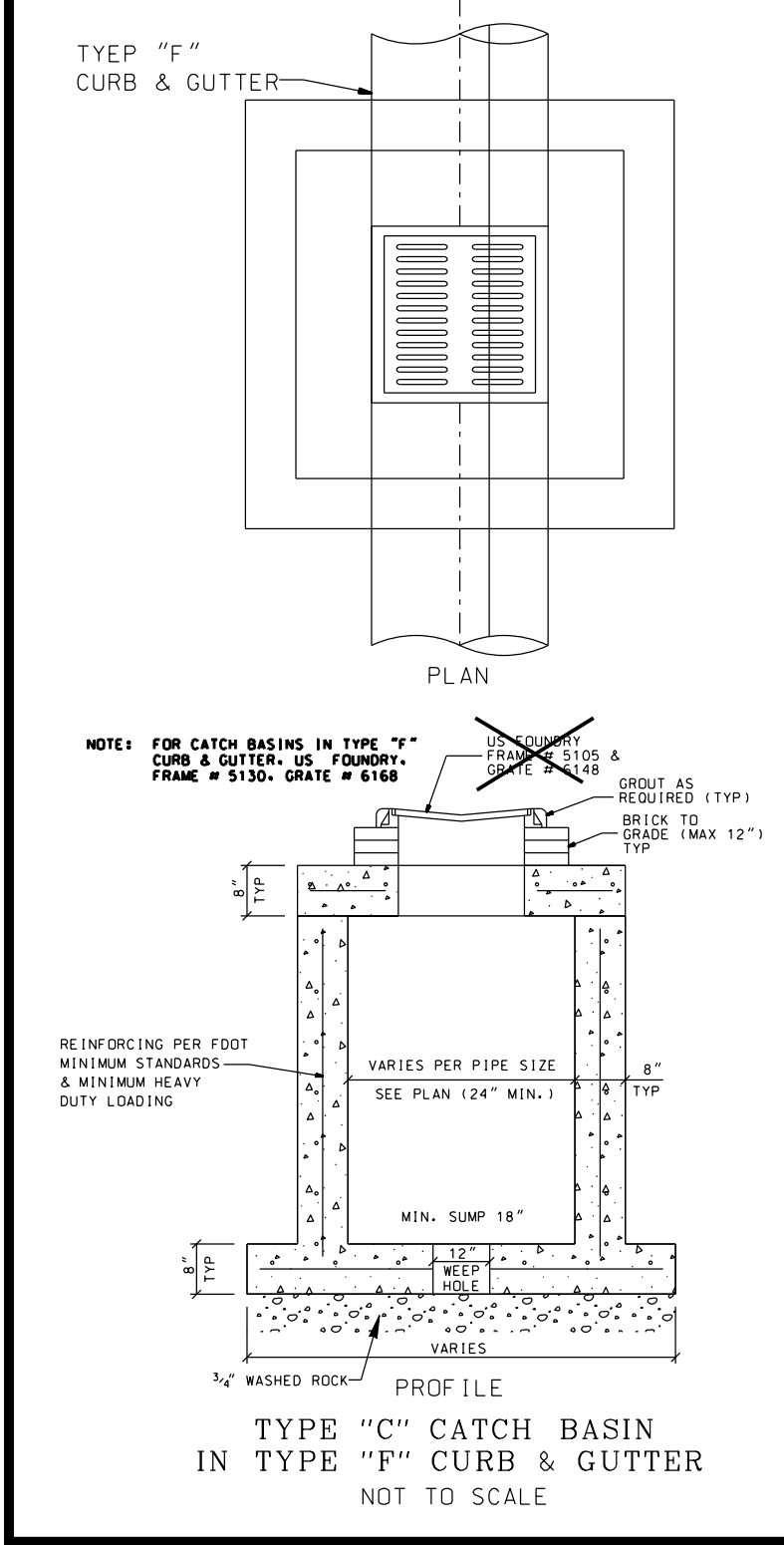
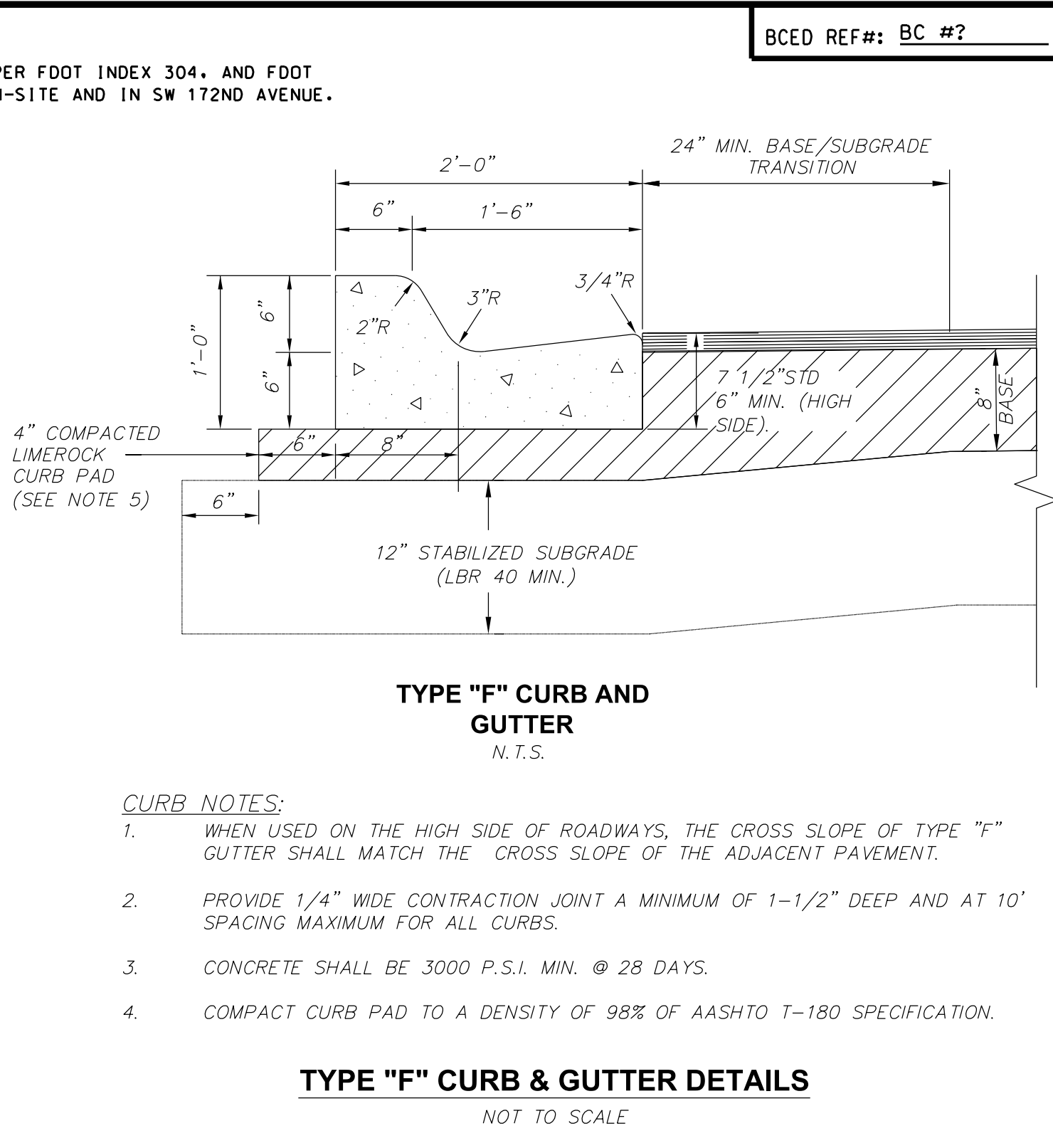
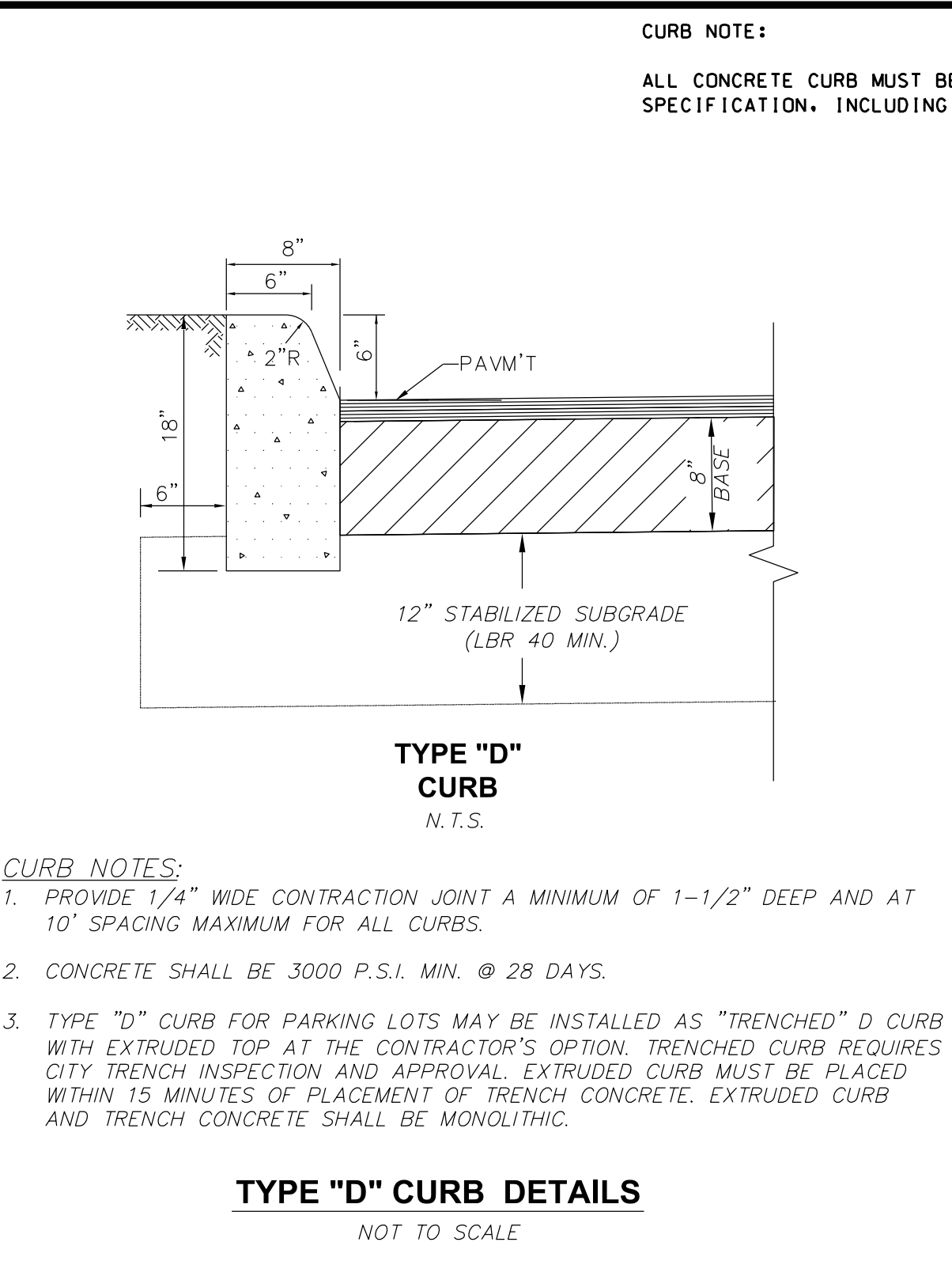
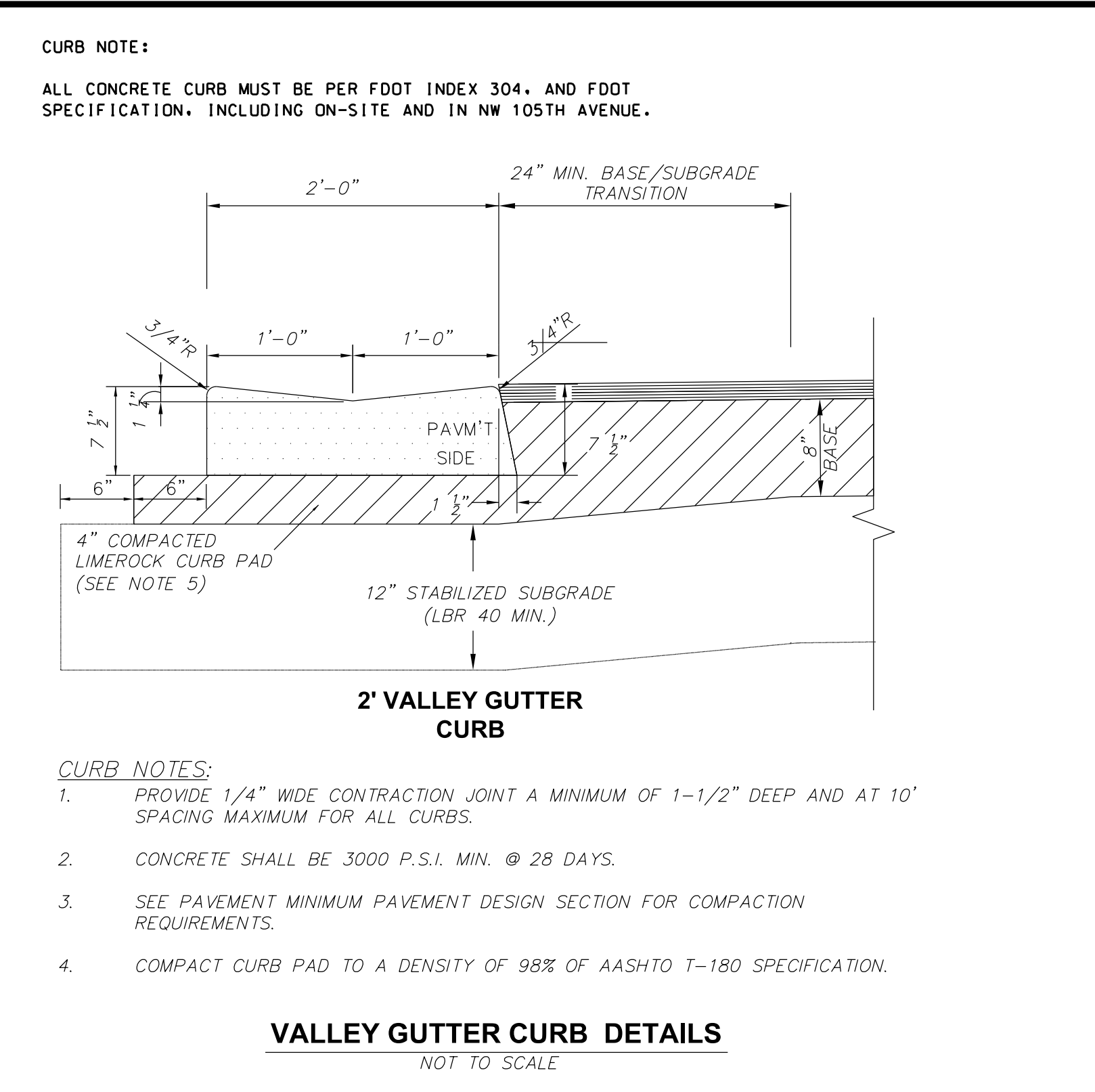
**LANE CLOSURE NOTE**  
THE LOCAL MEDIA SHALL BE CONTACTED ONE WEEK PRIOR TO ANY LANE CLOSURES ON THE STATE ROAD SYSTEM AS IT WILL OCCUR DURING PEAK HOURS OR OVER THE SPAN OF MORE THAN ONE DAY. CONTACT BARBARA KELLEHER, FDOT PUBLIC INFORMATION OFFICE AT 954-777-4090 FOR GUIDANCE ON WHO TO CONTACT.

**SOD NOTE**  
SODDING SHALL BE IN ACCORDANCE WITH SECTION 575.

**MOT NOTE (CONTRACTOR TO PROVIDE DETAILED MOT PLAN)**  
FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.

**GENERAL NOTES**

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES. IF THE ELEVATIONS CONFLICT WITH THE PROPOSED UTILITIES, CONTACT THE ENGINEER OF RECORD IMMEDIATELY.
- DENSITY TESTS SHALL BE PERFORMED BY A CERTIFIED GEOTECHNICAL ENGINEERING FIRM DURING INSTALLATION OF ANY STRUCTURES, PIPE, ROAD SUBGRADE, BASE, CURB, & SIDEWALK.
- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AND ARE BASED ON AS-BUILT INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE DEPTH AND LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY AND ALL CONFLICTS WITH EXISTING UTILITIES SHALL BE REPORTED TO THE ENGINEER OF RECORD.



**BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION**

PLAN CONSISTENT WITH PLAT REQUIREMENTS

PUBLIC RIGHT OF WAY APPROVAL FOR PAVING, GRADING, AND DRAINAGE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DOES NOT INCLUDE APPROVAL OF PAVEMENT MARKINGS & SIGNS

**ELEVATION NOTES**

- ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE NAVD 88 DATUM.
- TO CONVERT FROM NAVD TO NGVD, ADD 1.59' TO THE NAVD ELEVATION.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY HOWARD E. JABLON ON THE DATE NOTED ABOVE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SCALE: 1" = 10'	DATE	REVISIONS	DATE	REVISIONS
DRAWN BY: HEJ	07-01-20	UPDATE PMS PER DRC ENG. RAI #2		
CHECKED BY: JJJ				
APPROVED BY: HEJ				

**AJ HYDRO ENGINEERING, INC.**  
5932 NW 73RD COURT  
PARKLAND, FL 33067  
TEL (954) 347-3397  
AJHYDRO@BELLSOUTH.NET

**PROJECT:**

**MERRICK SQUARE**

**TITLE:**

**SW 172ND AVENUE IMPROVEMENTS**  
**DETAILS & NOTES**

**SEAL:**

**DATE:** 01/15/20

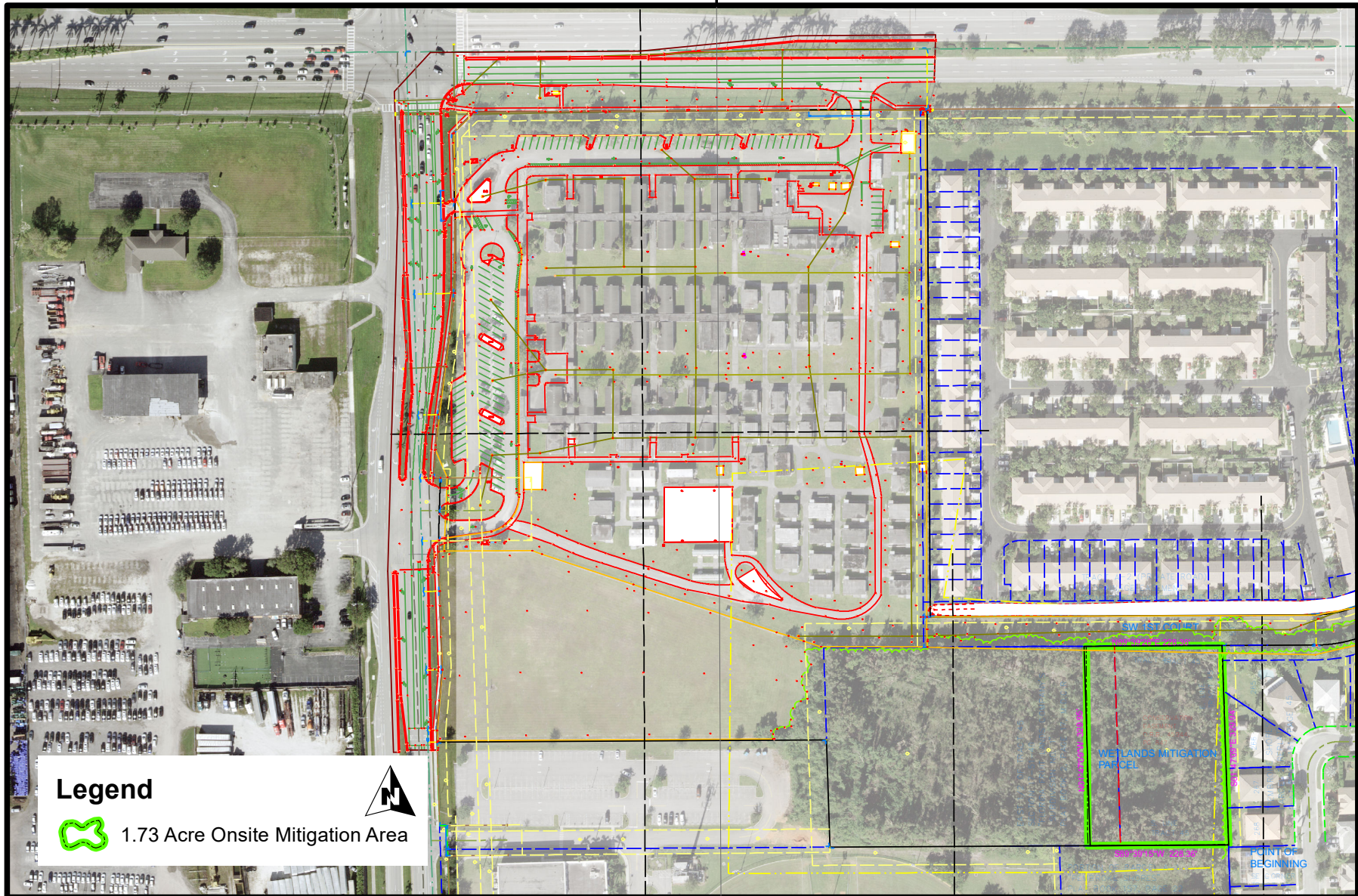
**DRAWING NO.:** 18-0150

**SHEET NO.:** OSW6 OF 6

HOWARD JABLON, PE #47514

# DR Horton - Proposed 1.73 Acre Wetland Mitigation and Buffer

Document Path: F:\My Documents\DR Horton\School Board PP Site\Aerial\_with\_Mitigation\_08-03-2020\_Survey\_Sketch and Legal.mxd



Initial Date: 02/22/2019	Revised: 08/03/2020	<b>J. J. Goldasich and Associates, Incorporated</b>		<b>DR Horton</b> Onsite Mitigation Area with Aerial City of Pembroke Pines Broward County, Florida	<b>Mitigation Survey Sketch</b>
Ecological Services Natural System Analysis		(561) 883-9555 jjg@jjgoldasich.com			

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## Merrick Square Compensatory Mitigation Plan Checklist

### Objectives

The existing wetland area was filled sometime in 2003 (see Figure 1-January 24, 2004 Aerial) as part of the original ACOE permit (SAJ-2001-06354) for the development of this site, however the mitigation was never completed. The current Applicant purchased the project site from the entity that impacted the wetlands but did not undertake the mitigation. The objective of the onsite wetland mitigation and restoration plan is to create the mitigation that was originally required by the 2001 ACOE permit as well as provide additional mitigation in order to provide temporal losses between the filling in 2003 and the currently proposed project. The goal of the mitigation plan is to create, restore and preserve the new wetland mitigation area in perpetuity. As such the project will include the removal of stockpiled debris, exotic vegetation, selective scraping where invasive and exotic vegetation is most dense and improve the hydrology by lowering of the ground elevations from the current upland condition to appropriate surface elevations by scraping and grading. All debris and spoil will be removed from the restored and enhanced wetland area and disposed of in an approved location. A Uniform Mitigation Assessment Method (UMAM) value of 0.28 was the original score and the proposed UMAM value of 0.77 is estimated to be established following enhancement. The current UMAM of the mitigation area is 0 since it is an upland at the current time. The 0.77 UMAM is targeted for the restoration area by the end of year 3 following enhancement and restoration. A UMAM of 0.77 or higher will be considered a successful enhancement and restoration project.

### Site Selection

The onsite enhancement and restoration work will be within the limits of the originally proposed wetland mitigation area and the additional mitigation for the temporal loss will be incorporated into the updated plan for a total wetland mitigation area of 1.73 acres. This area is located in an area that is now uplands and was considered uplands to the ACOE during the original permitting process. This area was considered a jurisdictional wetland the SFWMD and Broward County at the time of the original permit. The use of an offsite mitigation area or mitigation bank credit purchase for replacement of impacts to such a historically important natural feature in this area of Pembroke Pines and Broward County would fall short of providing the regional and nearfield benefits and wetland values and functions when compared to the restoration and enhancement of this area. This onsite enhancement will also ensure the perpetual protection of this wetland resource by a Conservation Easement (CE). The mitigation area also is being established adjacent to another wetland mitigation site for synergistic benefits to both systems.

### Site Protection Instrument

The created, restored and enhanced mitigation area will be protected from unauthorized impacts by a fence, planted buffers, signage and site access control. The CE will be placed over the entire 1.73 acre wetland area, the CE will be given in favor of the ACOE (if desired) as well as SFWMD and Broward County. Following the initial five years of monitoring and maintenance, the site will be dedicated to a regulatory resource management agency if desired or remain in the ownership



**DR Horton – Merrick Square**  
**ACOE: SAJ-2001-06354**  
**SFWMD: 200319-3060**  
**BC: DF20-1062**  
**JJGA File # 19-1447**

of Merrick Square for perpetual management as a high-quality natural wetland community. The CE will act as the site protection instrument and remain in place in perpetuity.

### Baseline Information

A wetland functional assessment was conducted pursuant to the original permit on the project however, updated current information regarding the impacted wetland is not available since the wetland was previously destroyed in 2004. The functional assessment score for the ACOE of 0.28 was generated during the original permitting process. However, the area of the proposed mitigation is not now, or was not at the time of the original permit decision, a jurisdictional wetland to the ACOE. Therefore, a baseline score of 0 will be applied to the UMAM assessment. This will result in a slightly higher risk (creation) of 2.0 which will be applied in the UMAM assessment.

### Determination of Credits

The proposed enhancement and restoration project will establish high quality mixed FW wetland areas that will replace the wetland loss by filling in 2004. The work will include the removal of non-native and invasive vegetation, improvements to hydrology by both scraping and grading, re-direction of site and adjacent area treated storm water to and through the wetland and perpetual maintenance and protection of the area by a CE. According to the original permit analysis, the total required mitigation area today is approximately 1.17 acres including the temporal losses for 17 years. However, the proposed Merrick Square project will establish 1.73 acres of wetland mitigation with buffers, marsh, refugia and hydric islands. This will result in 0.56 acres in excess of the required mitigation.

### Restoration Work Plan

The proposed restoration actions will include the following work elements:

1. Work Site Selection and Assessment
  - a. Classify habitat areas
2. Field Description and Survey for final Baseline Report
  - a. ID work areas
3. Identify Proposed refugia sites, hydric islands, marsh and buffer areas
4. Removal of berm and debris
  - a. Wetland perimeter scraping
  - b. Wetland channel, hydric island grading
  - c. Grade shallow marsh to wetland elevations
5. Removal or treatment of Undesirable Vegetation
6. Conduct As-built Survey to confirm final base elevations in each created community type
  - a. 1.5 to -0.5 NAVD
  - b. -0.5 to -2.5 NAVD
  - c. 2.5 to -1.5 NAVD
7. Install Native Wetland Vegetation
  - a. Herbaceous plants in marsh, deep marsh,
  - b. Mixture of trees, shrubs and herbaceous plants on submerged islands and transitional areas
8. Conduct Time Zero Assessment
9. Time Zero UMAM Assessment
10. Maintenance and Monitoring

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- a. Monthly (year 1-2), Quarterly (year 3-4) and Bi-annually (year 5) as needed
  - b. May be adjusted according to Adaptive Management Plan Assessments
- 11. Yearly UMAM Assessment until success criteria are met or exceeded
  - 12. Adaptive Management Assessment and Evaluation
    - a. Maintenance as required to maintain high quality in perpetuity

### Maintenance Plan

Site maintenance will be conducted monthly for the first two years, quarterly for the subsequent two years and bi-annually during the fifth year. However, if site success criteria are met earlier, maintenance may be reduced and adjusted accordingly. If at any time the conditions defined in the “**Adaptive Management Plan**” are not being met by the mitigation area, additional maintenance will be employed until the conditions of the Plan are again met.

Specifically, the restoration area will meet the following criteria and achieve the stated performance standards **by the end of the 3<sup>rd</sup> year** of the monitoring period. If the performance standards are not met, a remediation program described in the “Adaptive Management Plan” will be implemented.

- a) The area will maintain a minimum of **80 percent cover** by appropriate native wetland species (i.e., FAC or wetter). This may include installed vegetation and naturally recruited vegetation.
- b) The area will have **less than 5 percent cover by Category I and II invasive exotic** plant species, pursuant to the most current list established by the Florida Exotic Pest Plant Council at <http://www.fleppc.org>.
- c) The restoration and enhancement areas will have **less than 20 percent mortality** of the planted wetland species and be maintained with less than 20 percent mortality except that natural ecological succession of native wetland vegetation may replace installed plants as long as the 80 percent cover is maintained. Natural recruitment of suitable native wetland vegetation will be encouraged and be included as beneficial vegetation for the wetland assessments.
- d) The restoration and enhancement areas will include hydrologic enhancement by both scraping, exotic vegetation removal including root masses and improved water storage in adjacent areas to encourage soil hydration. As a result, the **upper 12 inches** of the soil profile will be **saturated a minimum of 25 percent** of the growing season. Hydrology will be improved by the following specific actions:
  - a. Grading of the mitigation area to FW marsh elevations (1.5 to -0.5 NAVD),
  - b. Grading of transitional areas to buffer / high marsh elevations (1.5 to 2.5 NAVD),
  - c. Grading to create hydric submerged island elevations (1.5 to 2.5 NAVD),
  - d. Grading of channels for deep marsh and refugia elevations (-0.5 to -2.5 NAVD),

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### Performance Standards

The performance standards are included in the maintenance plan (above) and in the “Adaptive Management Plan” attached to and made a part of this restoration plan and are specifically defined as:

1. Removal of a minimum of 95% of non-native and invasive exotic vegetation from 1.73 acres of the onsite wetland area,
2. Replanting with a mixture of native wetland trees, shrubs and herbaceous plants according to the attached Planting Plan,
3. Survival of at least 80% of installed wetland vegetation,
4. Hydrological improvements resulting in ponding of water at least 6 inches over the wetland soil and soil saturation in the upper 12 inches for at least 25% of the growing season,
5. A minimum of 80% coverage by native wetland and mesic vegetation (including naturally recruited plants) in the scraped, shallowed and replanted wetland mitigation areas,

### Monitoring Requirements

Monitoring will be conducted during each maintenance event as follows:

1. Year 1-2 = Monthly
2. Year 3-4 = Quarterly
3. Year 5 = Bi-annually
4. Monitoring may be increased accordingly if the Adaptive Management Plan is implemented and additional maintenance or remediation of the mitigation area is required.

Monitoring reports will be provided yearly (within 60 days of end of cycle) until the five-year monitoring period is completed. Anytime that the conditions outlined in the “**Adaptive Management Plan**” are not met, a more aggressive monitoring and maintenance schedule will be initiated until the conditions of the Plan are again met. In the event of the need for such actions, a supplemental letter report will be prepared and submitted to the agencies. The supplemental letter report will include the reason for the increased monitoring and maintenance, any excursion(s) from the mitigation plan and the remediation efforts being conducted to bring the site back into compliance with the Plan.

## REPORTING REQUIREMENTS:

- a. Perform a final **Baseline Monitoring Report** prior to initiating remedial actions,
- b. Perform a **Time-Zero** monitoring event of the wetland restoration area and submit to the agencies within 60 days of completion of the restoration objectives.
  - a. The Time-Zero report will include at least one paragraph re-stating the baseline conditions of the area prior to initiation of the work and a detailed plan view drawing of all created, enhanced and/or restored wetland areas.
- c. Subsequent to completion of the restoration actions, perform monthly, quarterly and bi-annual monitoring of the area as outlined above for the 5 years of monitoring.
- d. Submit monitoring reports as outlined above within 60 days of the end of each monitoring year.

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## REPORT FORMAT:

### a. Project Overview:

- (1) Applicable Project Number(s): **SAJ-2001-06354, 200319-3060 and DF20-1062.**
- (2) Name and contact information: **Merrick Square – DR Horton.**
- (3) Name of party responsible for conducting the monitoring and the date(s) the inspections were conducted: **JJ Goldasich and Associates, Incorporated.**
- (4) A brief paragraph describing the purpose of the approved project, acreage and type of remediation actions conducted. **Project Purpose is to create, restore and enhance a freshwater lacustrine emergent wetland community of ±1.73 acres with grading, scraping and replanting to a UAMAM value of 0.77 or higher.**
- (5) Written description of the location, any identifiable landmarks of the restoration project including information to locate the site perimeter(s), and coordinates of the restoration site (in latitude, longitude). **A copy of the creation, restoration and enhancement area site survey with the ±1.73-acre restoration area are shown overlaid on an aerial photograph of the site and attached to the report submittal.**
- (6) Dates restoration commenced and was completed.
- (7) Short statement on whether the performance standards are being met.
- (8) Dates of any recent corrective or maintenance activities conducted since the previous report submission.
- (9) Specific recommendations for any additional corrective or remedial actions or revisions to the **“Adaptive Management Plan”** that may be needed.

- a. **Requirements:** List the monitoring requirements and performance standards, as specified in the approved restoration plan and permit/license special conditions and evaluate whether the restoration and enhancement project site is successfully achieving the approved performance standards or trending towards success. A table will be used for comparing the performance standards to the conditions and status of the developing restoration site. A copy of the proposed Table is shown below:

Element	Pre-Restoration Condition	Post Restoration Condition	Remedial Actions <i>(Include a description of any remedial actions and why they are needed)</i>
<b>Remove undesirable vegetation</b>	4	1	
<b>Scrape mitigation area</b>	4	1	
<b>Plant according to planting plan</b>	4	1	
<b>Maintain according to Permits</b>			
• <b>Plants</b>	4	1	
• <b>Hydrology</b>	4	1	
• <b>Soils</b>	4	1	

**1=good-meeting Plan criteria, 2=fair-partial achievement of plan criteria one factor, 3=poor-limited achievement of Plan criteria in more than one factor, 4=remediation needed (see discussion)**

- b. **Summary Data:** A summary will be provided to substantiate the success and/or potential challenges associated with the restoration project. Photo documentation will be provided to support the findings and recommendations referenced in the monitoring report and to assist in evaluating whether the restoration project is meeting applicable performance standards for that monitoring period. Submitted photos will be on a standard 8 ½” x 11”

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piece of paper, dated, and clearly labeled. The photo location points will be identified on the appropriate maps of the wetland area.

- c. **Maps and Plans:** Maps will be provided to show the location of the restoration site relative to other landscape features, habitat types, locations of photographic reference points, transects, sampling data points, and/or other features pertinent to the restoration plan. In addition, the submitted maps and plans will clearly delineate the restoration site perimeter. Each map or diagram will be formatted to print on a standard 8 ½" x 11" piece of paper and include a legend and the location of any photos submitted for review.
- d. **Conclusions:** A general statement will be included that describes the conditions of the restoration and enhancement project. If performance standards are not being met, a brief explanation of the difficulties and potential remedial actions proposed, including a timetable, will be provided. The Table above will be used in the summary and conclusions section to specifically identify which performance standards are being met, those that may not be met at the current time (if any) and specific remedial actions that may be needed (if any) to bring the area back into compliance.

## Remediation

If the restoration fails to meet the performance standards 3 years after completion of the restoration and enhancement objectives, the restoration and enhancement project will be deemed unsuccessful. Within 60 days of notification by the agencies that the restoration and enhancement is unsuccessful, an alternate proposal sufficient to meet the original goals of the plan will be submitted. Within 120 days of agency approval, the remediation plan will be implemented and completed.

### Long-term Management Plan

Long term maintenance of the mitigation area will be conducted on an as needed basis to maintain the area within the target conditions of the plan as defined by the "**Adaptive Management Plan**". Following the initial 5-year monitoring and maintenance period, the area will be dedicated to a governmental entity if desired by both parties, for perpetual management as a high-quality wetland mitigation area. If a governmental agency does not accept dedication, the area will be maintained by the project Applicant (Merrick Square- DR Horton).

### Adaptive Management Plan

The "**Adaptive Management Plan**" will be used as a guide to maintain the area as a wetland area as defined by the permits. Long term maintenance of the area should require minimal effort once the newly installed vegetation becomes established due to improved hydrological and soil conditions. Threats to long term maintenance of a natural wetland community located in such an area are limited to natural disasters such as fire and major storm events or regional changes to the hydrology. Restoration of the area will be conducted if any such event results in the area falling out of compliance.

**DR Horton – Merrick Square**  
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**BC: DF20-1062**  
**JJGA File # 19-1447**

### Financial Assurances

Financial assurance will take the form of a Bond or Letter of Credit that will cover 110% of the projected restoration and enhancement costs, as well as the maintenance and monitoring for the first 5 years following Time-Zero reporting. The long-term management of the area following the initial 5-year period will be the responsibility of DR Horton or a local government entity. The cost estimate for this wetland mitigation plan including 10% contingency will be protected by financial assurances filed with the resource agencies.

### Other Information

Additional information that may be generated during the permitting of the project and as a result of the Baseline, Time-Zero or restoration and enhancement work will be incorporated into the Plan and reported herein.

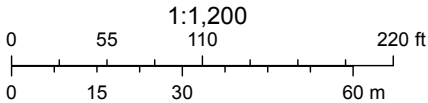
### Perpetual Conservation

A conservation easement (CE) will be prepared, submitted and approved by the agencies that requires the perpetual protection of this entire restored and enhanced forested wetland area. In addition, the CE will be supplemented by dedication of this area to a governmental entity, if acceptable to both parties, after the initial 5-year monitoring and maintenance period. The CE will specifically include the following criteria and prohibited actions:

- a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground are prohibited.
- b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive material.
- c) Removal or destruction of native and desirable trees, shrubs, or other vegetation.
- d) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface of the wetland area.
- e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g) Acts or uses detrimental to such retention of land or water areas.
- h) Acts or uses that may be detrimental to native wildlife utilization of the restored and enhanced wetland area.
- i) Acts or uses detrimental to the preservation of the structural integrity or the physical appearance of sites or properties of historical, architectural, or cultural significance.

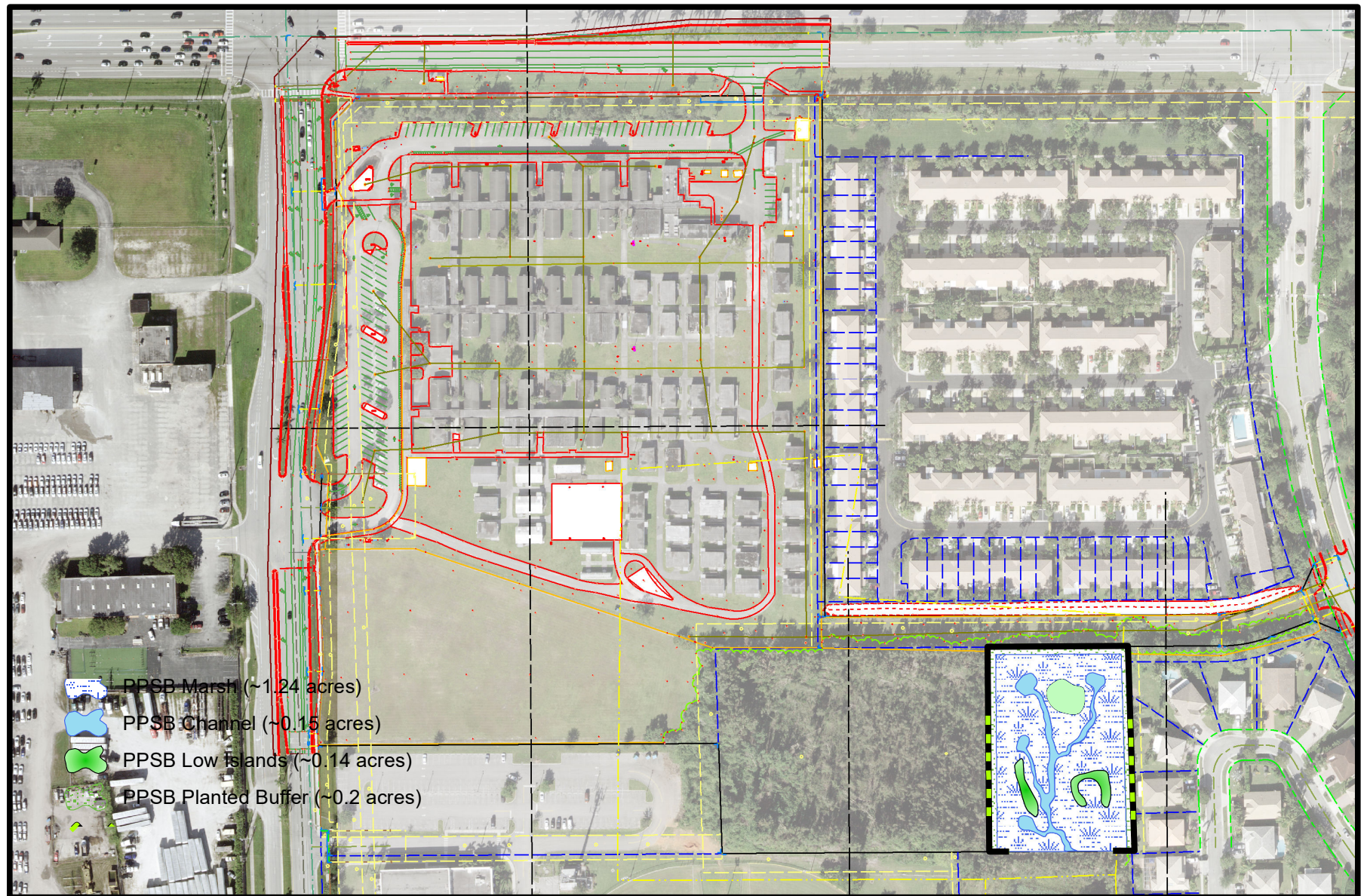


April 18, 2020



Flight Date : Jan. 23, 2004      Broward County Property Appraiser

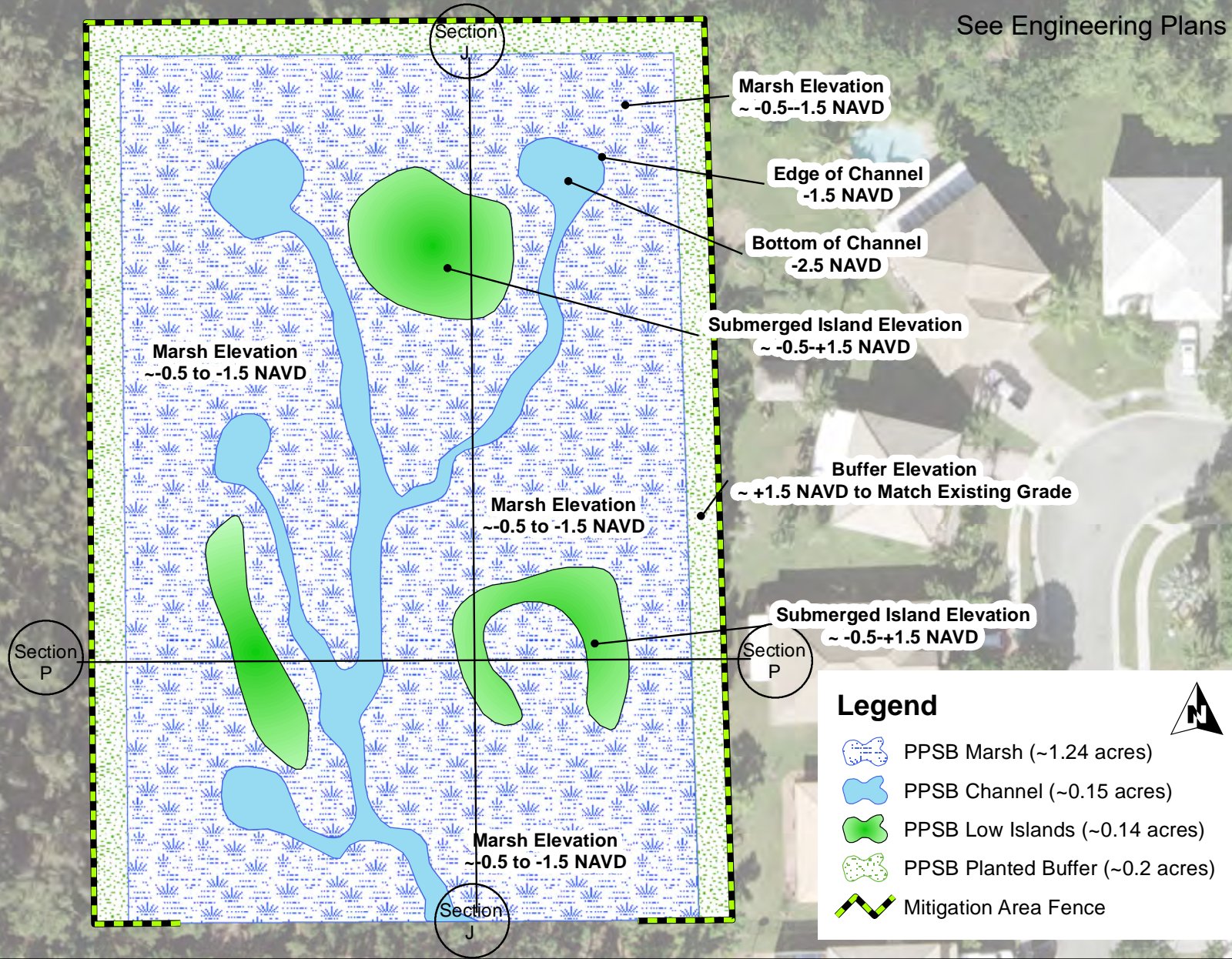
# DR Horton - Proposed 1.73 Acre Wetland Mitigation and Buffer



Initial Date: 02/22/2019	Revised: 08/19/2019	<b>J. J. Goldasich and Associates, Incorporated</b>	<b>DR Horton</b> Proposed Mitigation over Aerial City of Pembroke Pines Broward County, Florida	<b>Proposed Onsite Mitigation</b>
		Ecological Services Natural System Analysis 		



See Engineering Plans



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Initial Date: 02/22/2019	Revised: 08/29/2020
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**J. J. Goldasich and Associates, Incorporated**

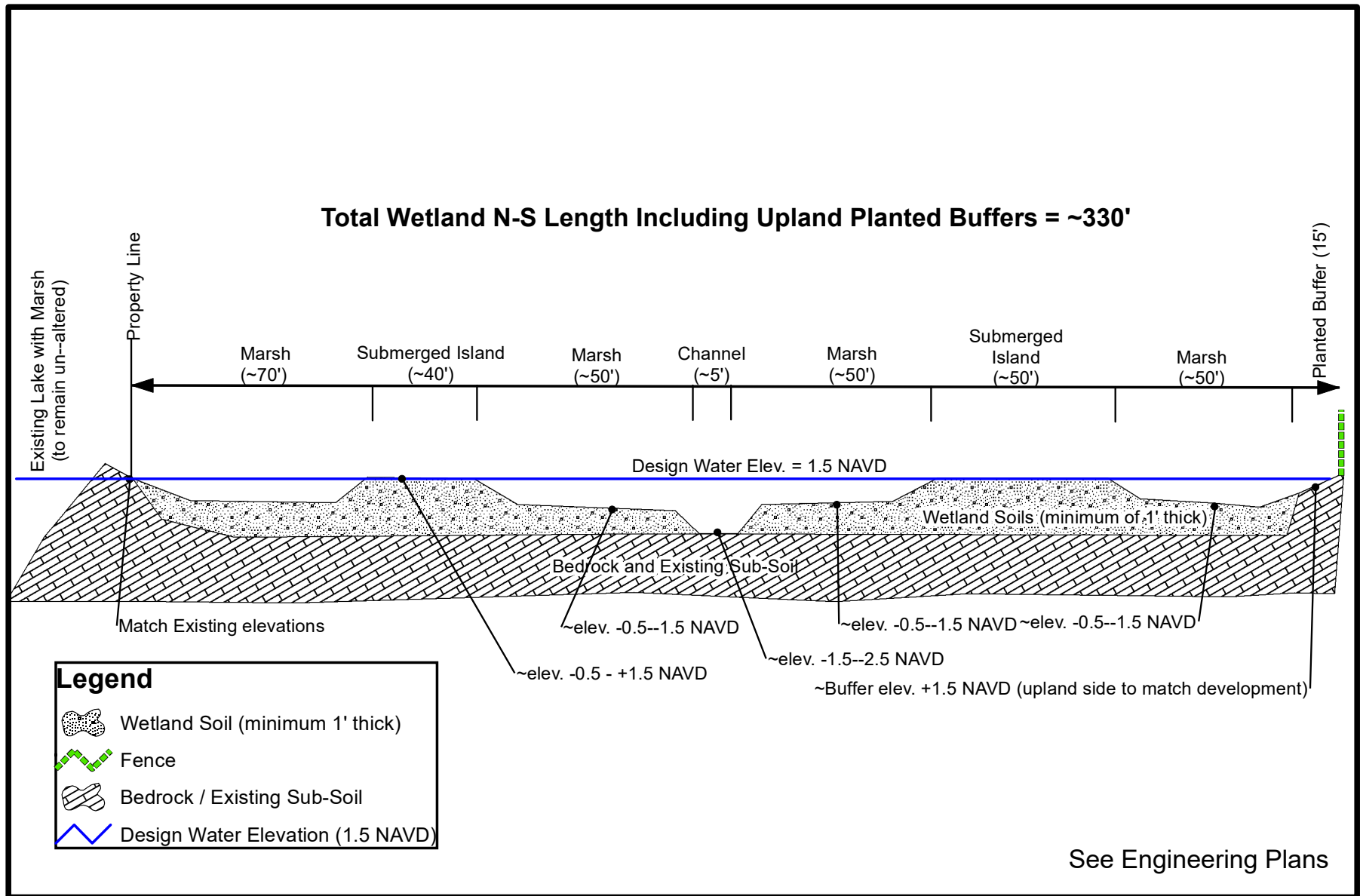
Ecological Services  
Natural System Analysis

(561) 883-9555  
jgg@jgoldasich.com


**DR Horton**  
Proposed Mitigation over Aerial  
City of Pembroke Pines  
Broward County, Florida

**Proposed  
Onsite  
Mitigation**

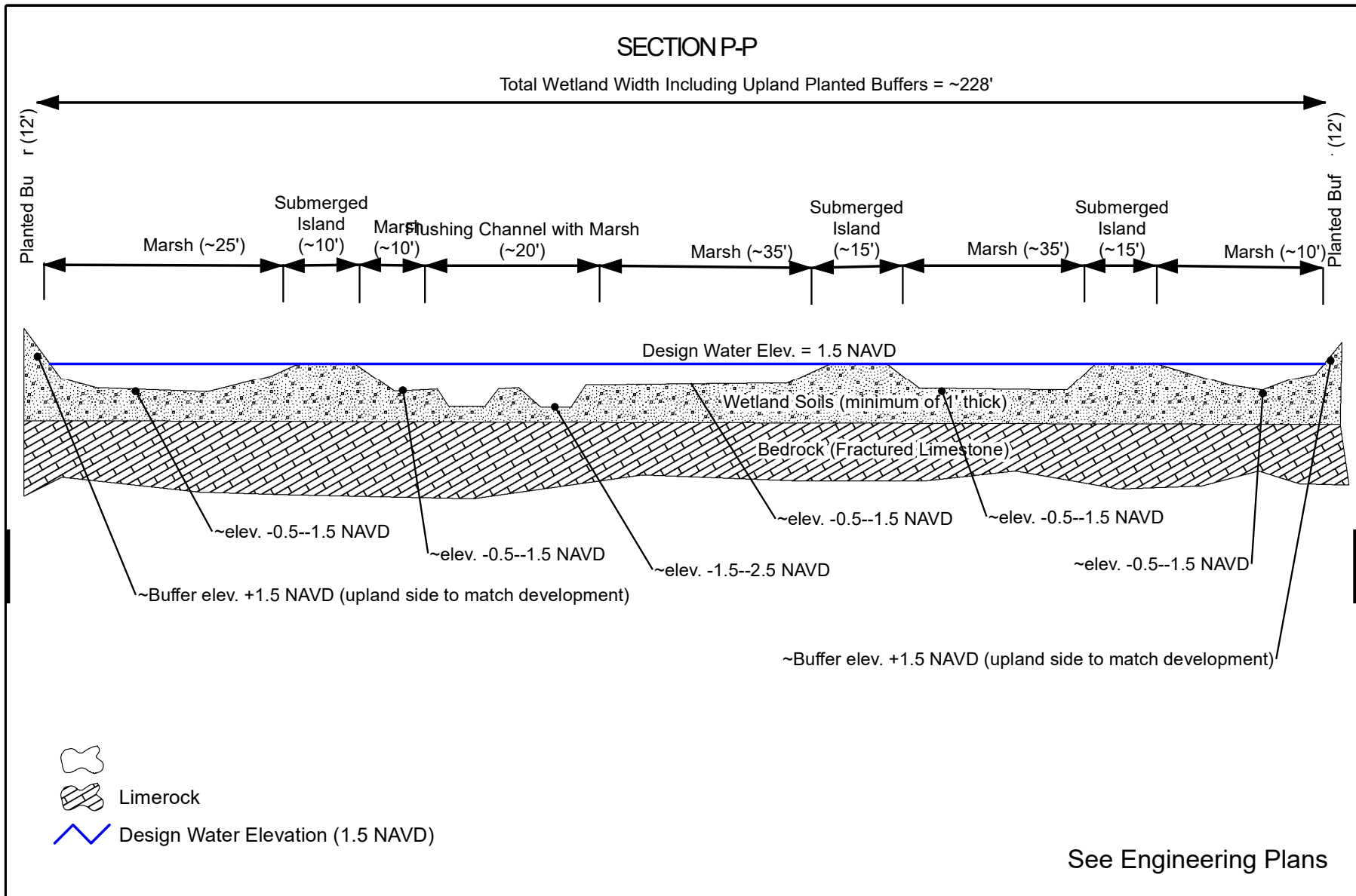
# DR Horton - Proposed 1.73 Acre Wetland Mitigation and Buffer



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Initial Date: 02/22/2019	Revised: 08/29/2020	<b>J. J. Goldasich and Associates, Incorporated</b>	<b>DR Horton</b>	<b>Mitigation</b>
NOT TO SCALE (see dimensions)		 Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com	Typical Wetland Cross Section City of Pembroke Pines Broward County, Florida	<b>Cross Section</b>

# DR Horton - Proposed 1.73 Acre Wetland Mitigation and Buffer

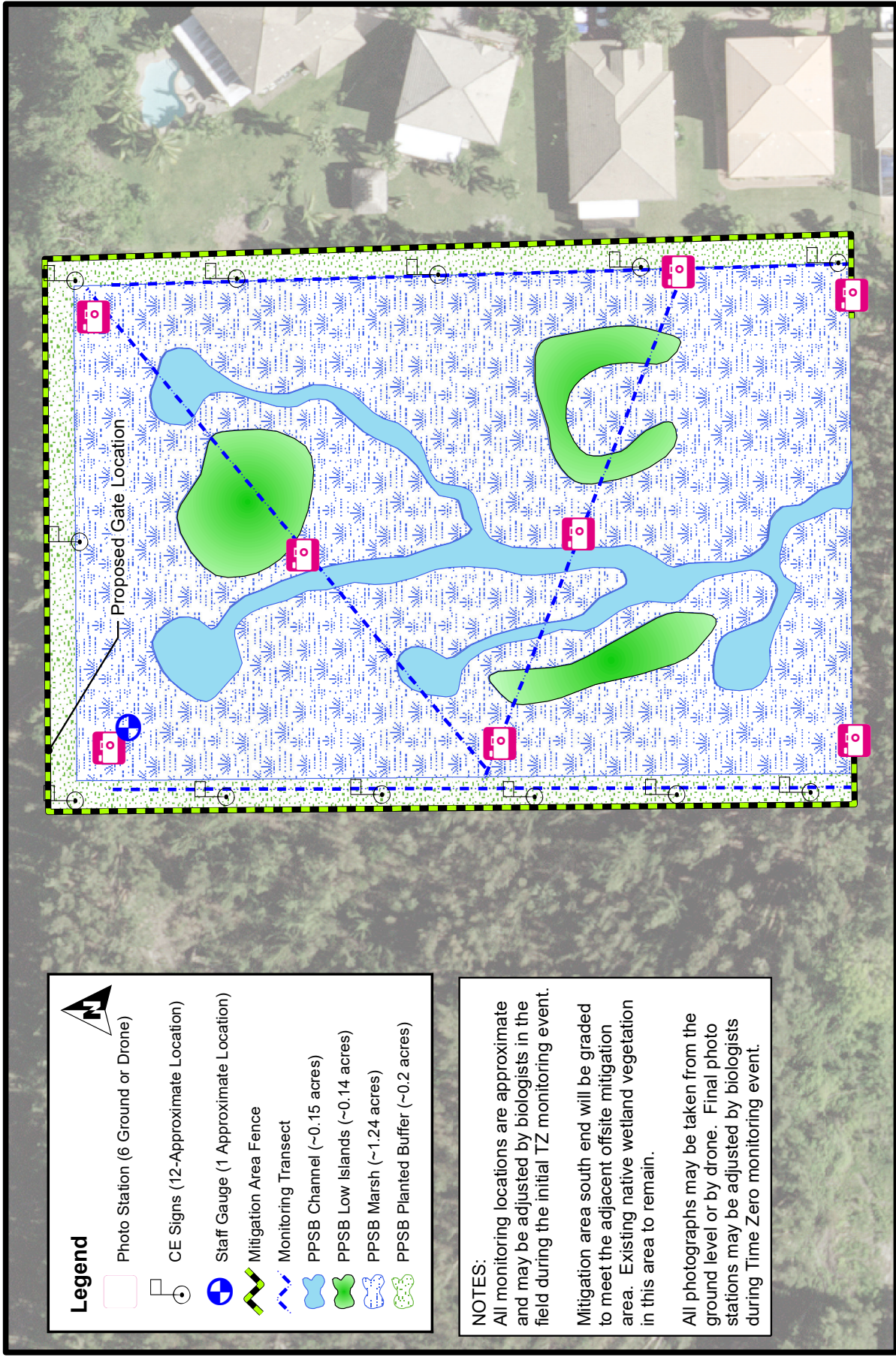


Document Path: F:\My Documents\DR Horton\School Board PP Site\Mitigation Cross Section.mxd

Initial Date: 02/22/2019	Revised: 05/07/2020	<b>J. J. Goldasich and Associates, Incorporated</b>	<b>DR Horton</b> Typical Wetland Cross Section City of Pembroke Pines Broward County, Florida	<b>Mitigation Cross Section</b>
NOT TO SCALE (see dimensions)		Ecological Services Natural System Analysis (561) 883-9555 jjg@jjgoldasich.com		

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# DR Horton; 1.73 Acre Wetland Mitigation Monitoring Plan



**Legend**

- Photo Station (6 Ground or Drone)
- CE Signs (12~Approximate Location)
- Staff Gauge (1 Approximate Location)
- Mitigation Area Fence
- Monitoring Transect
- PPSB Channel (~0.15 acres)
- PPSB Low Islands (~0.14 acres)
- PPSB Marsh (~1.24 acres)
- PPSB Planted Buffer (~0.2 acres)

**NOTES:**  
 All monitoring locations are approximate and may be adjusted by biologists in the field during the initial TZ monitoring event.  
 Mitigation area south end will be graded to meet the adjacent offsite mitigation area. Existing native wetland vegetation in this area to remain.  
 All photographs may be taken from the ground level or by drone. Final photo stations may be adjusted by biologists during Time Zero monitoring event.

Initial Date: 02/22/2019      Revised: 09/03/2020

**J. J. Goldasich and Associates, Incorporated**  
 Ecological Services      (561) 883-9555      jg@jgoldasich.com  
 Natural System Analysis

**Merrick Square-DR Horton**  
 Proposed Mitigation Monitoring Plan  
 City of Pembroke Pines  
 Broward County, Florida

**Mitigation Monitoring Plan**

Prepared by:  
JJ Goldasich and Associates, Incorporated  
7050 W Palmetto Park Road  
Suite 15-507  
Boca Raton, FL 33433

Return original or certified  
recorded document to (Agency):

Broward County  
Environmental Protection & Growth Mgt. Department  
1 University Drive, Mailbox 201  
Plantation, FL 33324-2038

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## Joint Deed of Conservation Easement Standard (within Broward County)

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**THIS JOINT DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this day of \_\_\_\_\_, 2020 by DR Horton ("Grantor") whose mailing address is 6123 Lyons Road, Coconut Creek, Florida 33073 to the South Florida Water Management District and Broward County, a political subdivision of the state of Florida, 115 South Andrews Avenue, Room 409, Fort Lauderdale, Florida 33301 (collectively referred to as "Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantees" shall include any successor or assignee of Grantees.

### WITNESSETH

**WHEREAS**, Grantor is the fee simple owner of certain lands situated in Broward County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, SFWMD Permit No. \_\_\_\_\_ ("Permit") and Broward County License No. DF20-1062 ("License") (collectively "Permit and License") and any modifications thereto issued by the Grantees authorize certain activities which could affect wetlands, surface waters, or other aquatic resources in or of the State of Florida; and

**WHEREAS**, Grantor, in consideration of the consent granted by the Permit and License or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantees a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Permit and License solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit and License, in a preserved, enhanced, restored, or created condition,



**NOW, THEREFORE**, in consideration of the issuance of the Permit and License to construct and operate the permitted and licensed activity, and as an inducement to Grantees in issuing the Permit and License, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of Grantees upon the Conservation Easement Area described on Exhibit "B" which shall run with the land and be binding upon Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit and License (or any modifications thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by Grantees, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit and License (or any modifications thereto).

To carry out this purpose, the following rights are conveyed to Grantees by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, to determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted and licensed or required by the Permit and License (or any modification thereto) (which may include preservation, enhancement, restoration, creation, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

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

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

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit and License, described in the Management Plan, or otherwise approved in writing by Grantees are authorized; and

- iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by Grantees are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify Grantees in writing of its intent to commence such activities. All such activities may only be completed during the time period for which Grantees approved the plan;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;
- g. Acts or uses detrimental to such aforementioned retention of land or water areas; and
- h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit and License (or any modifications thereto), Management Plan (if any), or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantees' Liability.** Grantees' liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder. Grantees shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit or License, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish Grantees with satisfactory evidence of payment upon request.

9. **Assignment.** Grantees will hold this Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in this Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Broward County, Florida, and shall rerecord it at any time Grantees may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantees harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

**TO HAVE AND TO HOLD** unto Grantees forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantees that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this 7 day of May, 2020.

Delaware A Florida corporation or  (choose one)

By: [Signature]  
(Signature)

Name: Karel Albertson  
Title: Assistant Secretary

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

Name: Javier Tovar  
(Print)

Name: Keith Leonard  
(Print)

STATE OF FLORIDA

COUNTY OF Broward

On this 07<sup>th</sup> day of May, 2020, before me, the undersigned notary public, personally appeared Karel Albertson, the person who subscribed to the foregoing instrument, as the ASST SECRETARY (title), of D. R. Horton, Inc  (corporation), a Florida corporation, or  a Delaware Corporation (choose one) and acknowledged that he/she executed the same on behalf of said  corporation, or  (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a [Signature] (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]  
(Signature)

Kristen L. Northup  
(Name)

My Commission Expires: \_\_\_\_\_



KRISTEN L. NORTHUP  
MY COMMISSION # FF 984600  
EXPIRES: June 20, 2020  
Bonded Thru Budget Notary Services

SKETCH AND LEGAL DESCRIPTION  
BY  
**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



**LEGAL DESCRIPTION: WETLAND MITIGATION PARCEL**

A PORTION OF THE EAST 1/2 OF TRACT 45, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" IN SECTION 17, TOWNSHIP 51 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 45; THENCE SOUTH 89°39'15" WEST, ALONG THE SOUTH LINE OF SAID TRACT 45, FOR 228.36 FEET; THENCE NORTH 01°47'09" WEST 329.95 FEET; THENCE NORTH 89°39'26" EAST, ALONG THE NORTH LINE OF SAID TRACT 45, FOR 228.36 FEET TO THE NORTHEAST CORNER OF SAID TRACT 45; THENCE SOUTH 01°47'09" EAST, ALONG THE EAST LINE OF SAID TRACT 45, FOR 329.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 75,321 SQUARE FEET (1.7291 ACRES), MORE OR LESS.

**NOTES:**

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT 45, BEING S89°39'15"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ALL RECORDED DOCUMENTS ARE PER THE PUBLIC RECORDS OF BROWARD COUNTY, UNLESS OTHERWISE NOTED.

FILE: D.R. HORTON

SCALE: N/A

DRAWN: DCW

ORDER NO.: 67379

DATE: 7/31/20

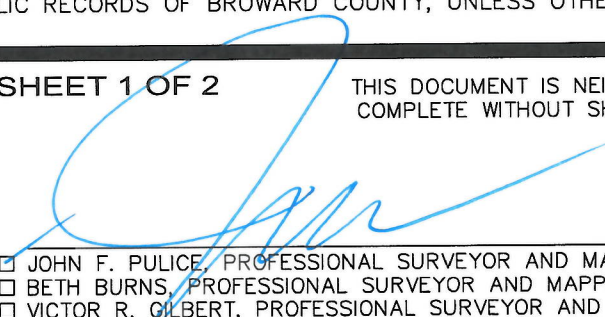
WETLAND MITIGATION PARCEL

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: MERRICK SQUARE

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

- 
- JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
  - BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
  - VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
  - DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290  
STATE OF FLORIDA

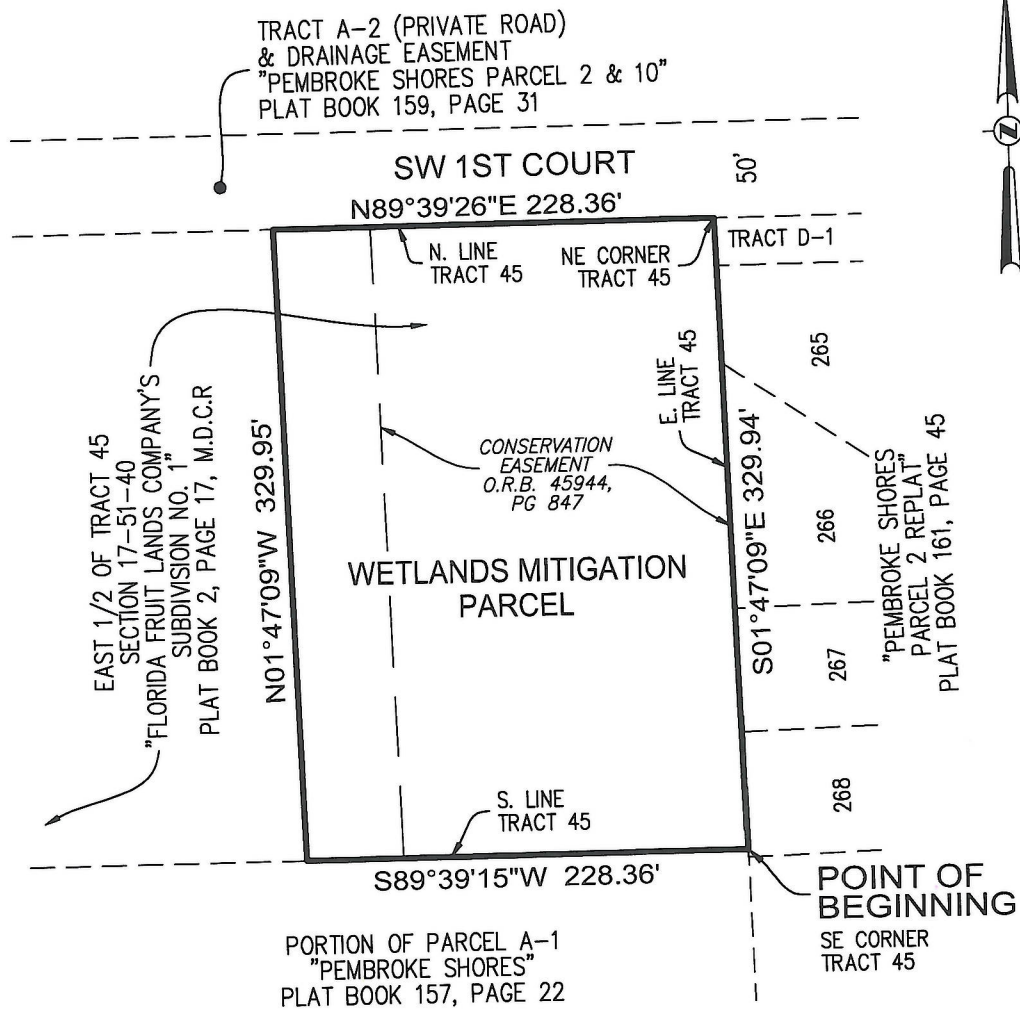


SKETCH AND LEGAL DESCRIPTION  
BY  
**PULICE LAND SURVEYORS, INC.**

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: D.R. HORTON

SCALE: 1"=100' DRAWN: DCW

ORDER NO.: 67379

DATE: 7/31/20

WETLAND MITIGATION PARCEL

PEMBROKE PINES, BROWARD COUNTY, FLORIDA

FOR: MERRICK SQUARE

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

M.D.C.R. = MIAMI-DADE COUNTY RECORDS

**This Instrument Prepared by and after Recording  
Return to:**

Sandra E. Krumbein Sadov, Esquire  
Shutts & Bowen LLP  
200 East Broward Boulevard, Suite 2100  
Fort Lauderdale, Florida 33301

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
MERRICK SQUARE**

DRAFT

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DRAFT

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
MERRICK SQUARE**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR MERRICK SQUARE (“Declaration”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by D.R. HORTON, INC., a Delaware corporation (“Declarant”) whose principal office is located at c/o 6123 Lyons Road, Coconut Creek, Florida 33073, and is joined in by MERRICK SQUARE HOMEOWNERS’ ASSOCIATION, INC., a Florida corporation not for profit (“Association”), whose principal office is located at c/o 6123 Lyons Road, Coconut Creek, Florida 33073.

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit “A” attached hereto and made a part hereof (“Property”);

WHEREAS, Declarant desires to develop a planned community on the Property to be known as “Merrick Square” (as hereinafter defined); and

WHEREAS, in order to develop and maintain Merrick Square as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. “ADDITIONAL PLAT” shall mean and refer to the plat of any portion of the Property which is not included in the Plat, if any, and the plat(s) of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County subjecting such Additional Property to the terms and provisions of this Declaration. “Additional Plat” shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. “ADDITIONAL PROPERTY” shall mean and refer to any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term “Property” as used herein shall also mean the Additional Property.

Section 3. “AFFILIATE” shall mean and refer to any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, member, manager, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term “control” means the direct or indirect power or authority to direct or cause the direction of an entity’s management or policies, whether through the ownership of voting securities, by contract, or otherwise.

Section 4. “AMENDMENT(S)” shall mean and refer to any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the “First Amendment to the Declaration of Covenants, Restrictions and Easements for Merrick Square” and each of which shall be properly adopted pursuant to the terms of the Merrick Square Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. “Amendment(s)” shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 5. “ARCHITECTURAL CONTROL COMMITTEE” or “COMMITTEE” shall mean and refer to the committee created pursuant to Article VIII hereof.

Section 6. “AREAS OF COMMON RESPONSIBILITY” shall mean and refer to those areas, if any, which by contract or agreement with any other Person is or hereafter becomes the responsibility, in whole or in part, of the Association. In addition, any public rights-of-way abutting the Property may (at the election of the Board) be deemed to be part of the Area(s) of Common Responsibility.

Section 7. “ARTICLES” shall mean and refer to the Articles of Incorporation of Merrick Square Homeowners’ Association, Inc., filed with the Secretary of State for the State of Florida, as they may be further amended from time to time. A copy of the Articles are attached to this Declaration as Exhibit “C.”

Section 8. “ASSESSMENT” shall mean and refer to assessments for which all Owners are obligated to the Association and includes “Individual Home Assessments,” “Benefited Assessments” and “Special Assessments” (all such terms are defined herein), and any other

assessments which are levied by the Association, in accordance with the Merrick Square Documents.

Section 9. “ASSOCIATION” shall mean and refer to Merrick Square Homeowners’ Association, Inc., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Merrick Square as provided in this Declaration. The “Association” is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

Section 10. “ASSOCIATION PROPERTY” shall mean and refer to such portions of the Property which are not included in any Lot, except those areas dedicated or to be dedicated to the public by the Plat and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat for the common use and enjoyment of the Owners within Merrick Square, together with landscaping, personal property and any other Improvements thereon, but specifically excluding any public utility installations thereon or thereunder, the Surface Water or Stormwater Management System, including lakes, drainage areas, retention areas, preserved wetlands and uplands, and all portions of any “Community Systems” (as hereinafter defined) not made Association Property pursuant to Article II, Section 9 hereof, and any other property of Declarant not intended to be made Association Property. In addition, such portions of the Property as are declared to be Association Property in any Supplemental Declaration shall be Association Property. Association Property shall also be deemed to include easements granted for the benefit of the Association. The mention of such improvements shall not be deemed a representation by Declarant that any such improvements shall exist.

Section 11. “BACKYARD AREA” shall mean and refer to the area located at the rear of a Home.

Section 12. “BENEFITED ASSESSMENT” shall mean and refer to Assessments charged against one or more Lots for Association expenses as described in Article VII, Section 4.

Section 13. “BOARD OF DIRECTORS” OR “BOARD” shall mean and refer to the body responsible for the general governance and administration of the Association, selected as provided in the Bylaws.

Section 14. “BYLAWS” shall mean and refer to the Bylaws of Merrick Square Homeowners’ Association, Inc., as they may be amended from time to time. A copy of the Bylaws is attached to this Declaration as Exhibit “D.”

Section 15. “COMMUNITY SYSTEMS” shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an Affiliate of Declarant, any other entity in which Declarant or an Affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant to provide Community Systems within the

Property, or pursuant to any grant of easement or authority by Declarant and serving the Association Property and/or more than one Lot.

Section 16. “COUNTY” shall mean and refer to Broward County, Florida.

Section 17. “DECLARANT” shall mean and refer to D.R. Horton, Inc., a Delaware corporation, and any successor or assign thereof to which D.R. Horton, Inc., a Delaware corporation specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Merrick Square Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 18. “DECLARATION” shall mean and refer to this Declaration, as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments thereto, which may be recorded amongst the Public Records.

Section 19. “DIRECTOR” shall mean a member of the Board.

Section 20. “DRAINAGE SYSTEM” shall mean and refer to any and all structures required to collect and convey rainfall runoff from Merrick Square. The Drainage System is located upon the Property and designed to serve the Property. The Drainage System is a private drainage system.

Section 21. “HOA ACT” shall mean and refer to the homeowners’ association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

Section 22. “HOME” shall mean and refer to a residential dwelling unit constructed or to be constructed within Merrick Square, each of which is designed and intended for use and occupancy as a single-family residence. The term Home shall include the Lot.

Section 23. “IMPROVEMENT” shall mean and refer to any and all structures or artificially created conditions and appurtenances thereto of every type and kind located within Merrick Square.

Section 24. “INSTITUTIONAL MORTGAGE” shall mean and refer to a mortgage held by an Institutional Mortgagee on any property within Merrick Square.

Section 25. “INSTITUTIONAL MORTGAGEE” OR “INSTITUTIONAL LENDER” shall mean and refer to any lending institution owning a first mortgage encumbering any Home or Lot within Merrick Square, which owner and holder of said mortgage shall either be a bank, life

insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration (“VA”), the Federal Housing Administration (“FHA”) or the Department of Housing and Urban Development (“HUD”) or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 26. “INTEREST” shall mean and refer to the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 27. “LEGAL FEES” shall mean and refer to (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

Section 28. “LOT” shall mean and refer to any parcel of land within Merrick Square, as shown on the Plat, upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Merrick Square that is declared to be a Lot by a Supplemental Declaration, provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until same is made such pursuant to the terms of this Declaration, if at all. Upon completion of construction of the Home on a Lot, such Lot and the Improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Merrick Square Documents.

Section 29. “MEMBER” shall mean and refer to a Person subject to membership in the Association, as described in Article V.

Section 30. “MERRICK SQUARE” shall mean and refer to that planned residential development located in the County, which encompasses the Property and is intended to comprise two hundred eleven (211) attached Homes together with the Association Property, but is subject to change in accordance with this Declaration.

Section 31. “MERRICK SQUARE DOCUMENTS” shall mean and refer to, in the aggregate, this Declaration, the Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

Section 32. “NOTICE AND HEARING” shall mean and refer to a written notice and a public

hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X, Section 1 herein.

Section 33. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Merrick Square Documents, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Merrick Square Documents.

Section 34. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Merrick Square, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 35. "PERSON" shall mean and refer to an individual, a corporation, a partnership, a trustee, or any other legal entity.

Section 36. "PLAT" shall mean and refer to the plat of "MERRICK SQUARE," as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of the County.

Section 37. "PROPERTY" shall mean that certain real property heretofore described in Exhibit "A"; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 38. "SOUTH FLORIDA WATER MANAGEMENT DISTRICT" OR "DISTRICT" shall mean and refer to the South Florida Water Management District.

Section 39. "SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT" OR "DISTRICT PERMIT" shall mean and refer to that certain permit issued by the South Florida Water Management District affecting the Property, a copy of which is attached as Exhibit "E" hereto and made a part hereof, as same may be amended or modified from time to time.

Section 40. "SUPPLEMENTAL DECLARATION" shall mean and refer to any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or Additional Property as Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain

properties to be or not to be Association Property; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 41. “SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM” shall mean and refer to a system of structures and other Improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Section 373.416(2), Florida Administrative Code and Chapter 62-330, Florida Administrative Code. The Surface Water or Stormwater Management System is located upon and designed to serve the Property and possibly other properties around the Property. The Association is responsible to maintain, repair and operate the Surface Water or Stormwater Management System located on the Property in accordance with the requirements of the District Permit.

Section 42. “TURNOVER DATE” shall mean and refer to the date upon which “Class A Members” (as defined in Article V.D.1 of the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

## **ARTICLE II**

### **DESCRIPTION OF MERRICK SQUARE**

Section 1. GENERAL PLAN OF DEVELOPMENT. Merrick Square comprises the Property encompassing, or which will encompass, Homes and Association Property, as more particularly described in this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The property initially declared hereunder is described in Exhibit “A” attached hereto. If and when fully developed, Merrick Square is planned to be comprised of two hundred eleven (211) attached Homes and the Association Property in accordance with this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Merrick Square (including, without limitation, the right to modify the site plan of Merrick Square; the right to add or change the recreational facilities and amenities, if any, Home product types, and number of Homes to be constructed within Merrick Square); and/or the right to add land to Merrick Square or to withdraw land from Merrick Square. Therefore, in the event Declarant modifies its plan of development of Merrick Square and/or adds land to Merrick Square or withdraws land from Merrick Square, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Merrick Square may change. Declarant’s general plan of development further contemplates that the Homes to be constructed within Merrick Square shall be whatever types of structures Declarant may choose which are in



conformance with this Declaration. Declarant's general plan of development of Merrick Square may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate Merrick Square, as well as any changes thereto.

Additional Property will become a part of Merrick Square if, and only if, Declarant in its sole discretion adds Additional Property to Merrick Square by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including without limitation, the right to modify the site plan, the right to add or change the recreational facilities and amenities, if any, and the right to change the Home product types and number of Homes to be constructed within Merrick Square) in such manner as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Merrick Square according to the present plan of development, nor as obligating Declarant to declare any Additional Property to be Property.

Section 2. ASSOCIATION PROPERTY. The Association Property consists of: (a) the property described on Exhibit "B" attached hereto and made a part hereof or as property or easements reserved for, dedicated or granted to the Association; (b) any property conveyed to the Association by Declarant; (c) any easements assigned or granted by Declarant to the Association or property or facilities conveyed by Declarant or others to the Association; (d) irrigation system serving the Association Property, if any; and (e) any other property designated as Association Property in this Declaration or any Supplemental Declaration. The Association Property shall be used for those purposes as set forth on the Plat, and in accordance with the Merrick Square Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Association Property. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not Association Property under this Declaration, Declarant may, without the consent of the Association or the existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be

dispositive and binding. After Declarant no longer owns any portion of the Property, the Association may, without the consent of the existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR RECREATION AREAS, IF ANY. ANY INDIVIDUAL USING RECREATION AREAS, IF ANY, SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to Merrick Square property at all times and the Association shall not impede any such access. Any gatehouse(s), entranceway(s) and entry gate(s) installed shall remain open during construction and sales hours to allow Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers access to Merrick Square property. Declarant hereby reserves and grants an easement in favor of itself, its successors and/or assigns throughout all portions of Merrick Square as may be necessary for the purpose of accessing the Property during the development and sale period and no Owner or the Association shall do any act which may interfere with Declarant having access through the gatehouse(s), entranceway(s) and entry gate(s).

Section 3. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association, unless otherwise designated herein. The Association Property shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 4. PRIVATE USE. For the term of this Declaration, the Association Property (except as otherwise specifically provided in this Declaration) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, the Owners and each of their respective family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its Affiliates the right to use the Association Property for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its Affiliates of Homes in Merrick Square and in any other communities developed or to be developed by Declarant or its Affiliates, including, but not limited to, the holding of sales and marketing meetings and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent herein provided and in the Merrick Square Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of Merrick Square, and each of their respective family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the

Association Property shall be the responsibility of the Association, as provided herein and in the Merrick Square Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association, as the same may be amended from time to time.

Section 5. COMMON STRUCTURAL ELEMENTS. Each building ("Building") containing attached Homes shall contain Common Structural Elements which include, but are not limited to, the following:

(a) **Utility Lines.** All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

(b) **Party Walls.** All division walls ("Party Walls") between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common. Any partition walls located within a Home that do not contribute to the support of the Building are not Common Structural Elements.

(c) **Bearing Walls.** Any and all walls or columns necessary to support the roof structure.

(d) **Exterior Finish.** Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

(e) **Flooring.** The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto.

(f) **Privacy Walls.** The walls (other than interior Party Walls within the Home) which may be erected along or located on the Lot lines and all foundational support structures with respect thereto. Privacy walls may also constitute Party Walls.

(g) **Roofing.** The entire roof of a Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitations, the roof covering, roof trim and roof drainage fixtures.

Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

Section 6. COVENANTS REGARDING ATTACHED HOMES. Without limiting the types

of Homes which may be developed within Merrick Square, Declarant may construct single family attached homes within Merrick Square. The restrictions, covenants, and provisions set forth herein shall apply to such attached Homes, and may be modified, deleted, or supplemented by subsequent amendment.

A. Utility Easements. Each attached Home Owner grants to all other Owners owning an attached Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the attached Home.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within an attached Home Building, and which are located beneath or within the attached Home Building shall be shared equally by each of the attached Home Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an attached Home Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Association Property shall be paid by the Association as an Operating Expense, or where appropriate, in the sole discretion of the Board, through a Benefited Assessment.

B. Common Walls and Roof.

The attached Homes comprising each Building are single family attached Homes with common walls, known as "party walls," between each Home that adjoins another Home. The center line of a party wall is the common boundary of the adjoining Home.

Each common wall in an attached Home shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

The entire roof of the attached Home Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing."

If an attached Home is damaged through an act of God or other casualty, the affected Owner shall promptly have his Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the attached Home Building. In the event such damage or destruction of a party wall or shared roof is caused solely by the neglect or willful misconduct of an attached Home Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the attached Home Owner

refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Building, and the Association shall thereafter have the right to specially assess said attached Home Owner for the costs of such repair and reconstruction.

The cost of maintaining each side of a party wall shall be borne by the attached Home Owner using said side, except as otherwise provided herein.

No attached Home Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roof of his attached Home without the consent of the Committee.

C. Maintenance of the Exterior of the Attached Homes. Except as provided herein which describes the Association's responsibility, each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his or her attached Home. The phrase "exterior surfaces of the attached Home" shall include, but not be limited to, the exterior walls and shared roofing.

The Board shall determine the need for repainting from time to time, as provided in this Declaration. All costs reasonably related to said repainting (including cleaning before repainting) shall be borne by the respective Owner(s).

D. Casualty Insurance. Each Owner of an attached Home shall maintain physical damage insurance for such Home in an amount equal to the full replacement value of the Home. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as a Special Assessment against such Home. Each such policy of insurance shall name the Association as an additional insured.

E. Water/Sewer Submeters and Service. Each Home is individually submetered for water/sewer service to the Home. The submeter for a particular Home, and the water/sewer service and usage as measured by such Home's submeter, is for the exclusive use of such Home. Each Owner shall be liable for the costs and expenses attributable to his or her water/sewer usage and service to the Home, measured and paid for in direct relation to the amount stated on the particular Home's submeter, together with taxes, interest, late fees, service processing and administrative fees. The individual charges associated such water/sewer services to a particular Home shall be deemed and treated as a Benefited Assessment hereunder as to each particular Home. It is contemplated that water/sewer service shall billed to each Home on a monthly basis, or such other basis as determined by the Association from time to time, by a third-party billing provider ("Billing Provider"). The Association shall have the right to change Billing Providers or to contract with any Billing Provider, in its sole and absolute discretion, for the purpose of providing the foregoing submeter billing services and handling the collection therefor. Notwithstanding anything herein to the contrary, water/sewer service for Merrick

Square that is not submetered to a particular Home shall be an Operating Expense hereunder.  
**CONFIRM WITH CLIENT**

Section 7. RULES AND REGULATIONS. The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Homes and Improvements and other portions of the Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Merrick Square Documents. The rules and regulations shall not apply to Declarant as an Owner unless Declarant consents thereto. A copy of the initial rules and regulations of the Association are attached hereto as Exhibit “F.”

Section 8. MODEL ROW. Declarant hereby reserves for itself and its Affiliates the right to construct and/or operate a “model row(s)” in Merrick Square. The “model row(s)” may contain models for Merrick Square and/or other communities being developed by Declarant or Affiliate(s) of Declarant, as Declarant and/or any of Declarant's Affiliates may so determine, in their sole discretion. The “model row(s)” may also contain parking, landscaping and fencing across streets, drives, roads and/or roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's Affiliates constructs a “model row(s)” in Merrick Square, such “model row(s)” may be used for such period of time that Declarant and/or any of Declarant's Affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in Merrick Square, acknowledges and agrees that: (i) Declarant and/or any of Declarant's Affiliates have a right to construct and/or operate a “model row(s)”; (ii) Declarant and/or any of Declarant's Affiliates and their invitees have an easement over Merrick Square for ingress and egress to and from the “model row(s)” and to use and show the models to prospective purchasers in Merrick Square or other communities being developed by Declarant and/or any of Declarant's Affiliates, for so long as such “model row(s)” exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's Affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around Merrick Square or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of Merrick Square by the other Owners and the Other Home Owners, are detrimental to the value of the Homes within Merrick Square, and interfere with Declarant's and/or its Affiliates' ability to conduct their respective business.

Section 9. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 9, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Association Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other

Association Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 9: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Association Property in the Property to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 AND ARTICLE XIII, SECTION 17 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

**ARTICLE III**  
**ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY;**  
**CONVEYANCE OF ASSOCIATION PROPERTY**

Section 1. **ADDITIONS.** Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association or any mortgagee to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. **DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY.** Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. **DISCLAIMER OF IMPLICATION.** Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations,

burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several uses in common of the Owners of all Homes that may, from time to time, constitute part of the Property. Declarant will convey to the Association on or prior to the Turnover Date the fee simple title to the Association Property.

The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE ASSOCIATION PROPERTY AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association shall accept the conveyance of the Association Property (together



with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may maintain upon the Association Property parking spaces for Owners, and each of their respective occupants, visitors and guests. The use of such parking spaces by Owners, and each of their respective occupants, visitors and guests shall be subject to the terms of this Declaration and any duly adopted rules and regulations of the Association, as the same may be amended from time to time.

#### **ARTICLE IV** **OWNERS' PROPERTY RIGHTS**

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners and their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

- A. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Association Property.
- B. The right and duty of the Association to levy Assessments against each

Lot for the purpose of operating, maintaining, repairing and replacing the Association Property and facilities thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Association Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject the Association Property to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, telecommunication and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's Affiliates and each of their respective officers, directors, partners, employees, members, managers, agents, licensees, and invitees to the nonexclusive use of the Association Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property, except as may be prohibited under the District Permit.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The easements provided elsewhere in this Declaration, designated on the Plat, including, but not limited to, those set forth in this Article IV.

M. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

N. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Merrick Square and Homes therein).

O. The right of Declarant, Declarant's Affiliates and each of their respective officers, directors, partners, employees, members, managers, agents, licensees, and invitees to the nonexclusive use of the Association Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration and on the Plat.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners and each of their respective family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over any private streets, drives, roads and/or roadways within or upon the Property, if any.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any private streets, drives, roads and/or roadways and driveways within or upon the Property, if any, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners and each of the respective tenants, employees, agents, invitees,

and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Certain utility lines which serve more than one (1) Home run through portions of the Homes. The easement described in this Section is intended to provide the right for such utility lines to exist within the Homes.

B. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence, walls, party walls or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association including the Board or the designees of the Board, to enter upon the Lots for the purposes of fulfilling its/their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Merrick Square Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Home in the event the Owner thereof fails to do so.

D. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Article X, Section 1 herein;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Merrick Square Documents.

E. **Structural Cross Easements.** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and Common Structural Elements within any portion of the Property.

F. **Drainage and Irrigation Easement.** An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes or lines.

G. **Drainage System Encroachment Easement.** An easement for encroachment over, under and upon the drainage easements, if any, located within the Lots, in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, as originally installed by Declarant, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon; provided, however, the Association has such maintenance obligations under this Declaration. In the event the Association requires access to any Drainage System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

H. **Surface Water or Stormwater Management System Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

I. **Wetlands, Jurisdictional Land Swales.** This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, if any, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within

Lots that may be contiguous to jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the applicable District Permits, at such Owner's sole cost and expense and shall indemnify and hold Declarant and the Association harmless from such violation.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its Affiliates, and its and their designees shall have a perpetual exclusive easement over, across, upon, through and under the Association Property and the Lots (but not under buildings on Association Property or Lots) for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. CONSERVATION EASEMENT AREAS. As may be depicted on the Plat, portions of certain tracts may be subject to conservation easements. Any property designated as conservation area or subject to a conservation easement on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained in a natural open condition. The Association or any subsequent owner shall not do anything that diminishes or destroys the conservation area, and such area(s) shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

Section 9. PLAT EASEMENTS. The Plat or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association or others, for the specific purposes as described therein.

Section 10. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

## **ARTICLE V**

### **THE ASSOCIATION AND ITS MEMBERS**

Section 1. FUNCTION OF THE ASSOCIATION. The Association is the entity responsible for management, maintenance, operation, and control of the Association Property. The Association also has primary responsibility for administering and enforcing the Merrick Square Documents. The Association shall perform its functions in accordance with the Merrick Square

Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Bylaws. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

Section 2. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Merrick Square Documents. The voting rights of the Members shall be as set forth in the Articles.

Section 3. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 4. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 373.416(2), Florida Administrative Code and Chapter 62-330, Florida Administrative Code, and must be approved by the District prior to such termination, dissolution or liquidation.

**ARTICLE VI**  
**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;**  
**COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;**  
**CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES**

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Merrick Square Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Completed Home (as hereinafter defined) and Lot and each Owner thereof, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments, Benefited Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Completed Home within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Merrick Square Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Merrick Square Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all

times against the Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunication services, internet, home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed or charged to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability, casualty and directors and officers liability insurance for the Association Property in the event the Association obtains such insurance pursuant to this Declaration and the fees associated with an "Insurance Trustee," (as hereinafter defined) if any; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) all sums necessary for the maintenance and repair of the Surface Water or Stormwater Management System to be maintained by the Association, including but not limited to work within retention areas, drainage structures and drainage easements, if any; (7) any charges (including without limitation, electric charges) payable under any street lighting agreement, if any, benefitting the Property; and, (8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Merrick Square Documents or the enforcement of the use and occupancy restrictions contained in the Merrick Square Documents.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Operating Expenses shall include expenses with respect to the Association Property and the costs of maintaining the Common Structural Elements and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Common Structural Elements, in the event the Association performs any such maintenance or repair pursuant to this Declaration.



Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Home and/or Lot which has been conveyed by Declarant, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Home and/or Lot. Any and all Assessments made by the Association in accordance with the provisions of the Merrick Square Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Home and/or Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed, and such lien shall relate back to the date of the recording of this Declaration in the Public Records of the County. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within ten (10) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association set forth in this Declaration, the Merrick Square Documents or the HOA Act:

1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.
5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge not to exceed the greater of Twenty-Five Dollars (\$25.00) or five (5%) percent of the amount of each installment of Assessments that is paid past the due date to defray additional collection costs.

6. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of Assessments or other any monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

7. To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use certain common areas and the Recreational Areas located within the Association Property if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant subparagraphs 6 and 7 above must be approved by the Board in the manner required by the HOA Act.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home(s) or Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) (“Bundled Service Agreements”) for receipt of television (via cable, satellite or otherwise), entertainment, local and long distance telephone, telecommunication, internet, monitored alarm and/or other services (collectively, “Bundled Services”) for Homes in Merrick Square. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Homes and the Owners thereof. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an “Optional Service”). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant

to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

**ARTICLE VII**  
**METHOD OF DETERMINING ASSESSMENTS**  
**AND ALLOCATION OF ASSESSMENTS**

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the then current budget (“Budget”) prepared by the Board as required under the Merrick Square Documents. Each Completed Home shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the “Individual Home Assessment” as to each Completed Home. Operating Expenses shall be divided by the number of Completed Homes in the Property, but subject to change in accordance with this Declaration. Notwithstanding anything in the Merrick Square Documents to the contrary, only a “Completed Home” shall be obligated to pay Assessments. “Completed Home” shall be defined as a Home for which either: (i) title has been transferred by Declarant to a purchaser; or, (ii) a certificate of occupancy or its equivalent has been issued for the Home for thirty (30) days by the appropriate governmental agency. Further, any Assessment for legal expenses incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Home Assessment, except the legal fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Merrick Square Documents or the enforcement of the use and occupancy restrictions contained in the Merrick Square Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Home Assessments shall be payable monthly, in advance, on the first day of each calendar month. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. Individual Home Assessments, and the monthly installments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. SPECIAL ASSESSMENTS. Special Assessments include, in addition to other Assessments designated as Special Assessments in the Merrick Square Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Home Assessment. Any Special Assessments assessed against Completed Homes and the Owners thereof shall be paid by such Owners in addition to any other Assessments and

shall be assessed in the same manner as the Individual Home Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of a Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws; provided, however, and notwithstanding anything in this Declaration to the contrary, the Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Association Property which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss with respect to Association Property; and iii) any Special Assessment authorized by Article XI, Sections B and C.

**Section 4. BENEFITED ASSESSMENTS.** The Board shall have the right to levy Benefited Assessments against one or more particular Lots, as follows:

(a) to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a particular Lot upon request of the Owner of such Lot, pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

(b) to cover the costs and expenses of water/sewer service to a particular Home;

(c) to cover costs incurred in bringing a Lot into compliance with the Merrick Square Documents, to cover costs and expenses for items for which the Association is permitted to levy an assessment against a particular Lot or group of Lots, pursuant to this Declaration (which assessment is not otherwise a Special Assessment) or costs incurred as a consequence of the conduct of the Owner or occupants of a particular Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Fees, as applicable.

**Section 5. LIABILITY OF OWNERS FOR INDIVIDUAL HOME ASSESSMENTS.** By the acceptance of a deed or other instrument of conveyance of a Home in the Property, each Owner thereof acknowledges that each Completed Home and the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Completed Homes for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for

increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Merrick Square Documents.

**Section 6. DECLARANT'S OBLIGATION FOR ASSESSMENTS AND OPTION TO FUND BUDGET DEFICITS.** To the maximum extent permitted by Florida law, during the time which Declarant has the right to control the Board, Declarant may satisfy the obligation for Assessments on Completed Homes which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Completed Homes owned by Owners other than Declarant plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the deficit, and (ii) the amount of the Association's actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if any, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant's deficit funding obligation shall be done on a cumulative basis (from the inception of the election to fund the deficit until Declarant's election to cease funding the deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the deficit funding period. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After Declarant's right to control the Board terminates or sooner if Declarant elects to pay Assessments on Completed Homes it owns and cease deficit funding, Declarant shall pay Assessments on Completed Homes which it owns in the same manner as any other Owner. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from Declarant, such funds shall be considered a loan to the Association to be paid back to Declarant by the Association. Declarant's obligation to deficit fund is not a guarantee of the Assessments or Operating Expenses as contemplated by Florida Statutes, Section 720.308, because the amount of Assessments and/or Operating Expenses to be paid by Owners during any deficit funding period may change based upon changes in the then buildout budget.

**Section 7. INITIAL WORKING FUND CONTRIBUTION.** Each Owner who purchases a Lot with a Home thereon from Declarant shall pay to the Association at the time legal title is conveyed to such Owner by Declarant, an "Initial Working Fund Contribution." The Initial Working Fund Contribution shall be Two Hundred Fifty and No/Dollars (\$250.00). Initial Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. To ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Association the Initial Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Initial Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Initial Working Fund Contribution to be paid by such

Owner to the Association pursuant to this Section 7 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Initial Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

Section 8. ONGOING WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon, other than from Declarant as set forth in Section 7 above, shall pay to the Association at the time legal title is conveyed to such Owner, an “Ongoing Working Fund Contribution.” The Ongoing Working Fund Contribution shall be equal to two (2) month’s share of Operating Expenses. Ongoing Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor will they be held in reserve. Ongoing Working Fund Contributions may also be used to offset Operating Expenses during the time Declarant is in control of the Board.

Section 9. DECLARANT SUBSIDIES. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant’s sole discretion. During the period of time that Declarant is offering Homes for sale in Merrick Square and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and/or recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant’s sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 10. BUDGETING FOR RESERVES. The Board may prepare and periodically review separate reserve budgets for the Association Property for which the Association maintains capital items which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of capital items under each Budget. The Board may, but it not obligated to, include in the Budget, a contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each Budget with respect to both amount and timing by annual contributions over the Budget period. Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association and thereafter, levied, assessed and/or waived in accordance with the HOA Act. The reserve funds held in each account may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Notwithstanding anything to the contrary, if the Board determines to include reserves

in the Association's annual Budget, reserves shall not be deemed a part of Operating Expenses and are payable only by Owners of Completed Homes.

Section 11.    WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Lot.

**ARTICLE VIII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1.    MEMBERS OF THE COMMITTEE. Declarant shall initially have the exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within Merrick Square. Declarant's rights under this Article VIII shall continue until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect in writing. Declarant may designate one or more persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other person. Notwithstanding anything to the contrary and were the context so requires, during the period in which the Declarant has the exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within Merrick Square as provided herein, the terms "approval of the Committee," and/ or "Committee," as such terms are used in this Declaration or the Merrick Square Documents, shall mean and refer solely to "approval of Declarant" or "Declarant," as the case may be. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the Committee, shall assume jurisdiction over architectural matters. At such time as the Association assumes control of architectural matters for Merrick Square, the Committee shall consist of at least three (3) persons appointed by the Board. Members of the Committee appointed by the Board need not be Members of the Association or representatives of Members. Once the Association assumes jurisdiction over architectural matters, the Committee members shall be designated, shall serve and may be removed and replaced in the Board's discretion.

Section 2.    REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, privacy walls, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments, or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B herein below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be

qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit, if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 herein below. In addition to the foregoing, the Committee may establish and charge a review fee on a case by case basis, in the sole discretion of and in an amount set by the Committee. If a review fee is charged by the Committee, it shall be nonrefundable in any event, whether or not the application submitted by an Owner is approved. Notwithstanding anything in this Article VIII to the contrary, if it is determined that any of the terms of Article VIII conflict with any of the terms or provisions of Article X, Section 17, then the terms or provisions of Article X, Section 17 shall supersede and control to the extent of such conflict.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

C. The Committee shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such thirty (30) day period, such plans shall be deemed rejected, provided, however, that in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. In no event shall any Improvement (including without limitation landscaping) be permitted within the landscaped and grassed Areas and any sidewalks and sidewalk easements on Lots.

E. Notwithstanding anything to the contrary in this Declaration, no Improvement (including, without limitation, landscaping) shall be permitted within any Lot that interferes with the flow of rainfall runoff to or through the Surface Water or Stormwater Management System.

F. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

G. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.



Section 3. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, up to a Five Thousand Dollar (\$5,000.00) security deposit to cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any property (real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee; and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Association Property to the satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") shall, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement.

Section 4. MEETINGS OF THE COMMITTEE. Except as to Declarant's approvals under this Article, the Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to

take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the

submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

**Section 8. NON-LIABILITY OF COMMITTEE MEMBERS.** Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, members, representatives and employees) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted. Furthermore, approval by the Committee of any request does not excuse Owner from also obtaining approvals from all applicable governmental authorities.

**Section 9. VARIANCE.** The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to the displaying of any signs for the sale or renting of the Home as prohibited in Section 10 of Article X below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

**Section 10. DECLARANT EXEMPTION.** Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

## **ARTICLE IX** **MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 1. BY THE ASSOCIATION.**

A. Subject to the terms of this Declaration, the Association, at its expense, shall be responsible for the operation, reasonable maintenance, repair and replacement of all of the Improvements and facilities located upon the Association Property (excluding public utilities and Community Systems, to the extent same have not been made Association Property). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain

the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain and repair a water sprinkler system constructed over, through and upon the Association Property and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such sprinkler system, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Association Property and any and all Lots for the purpose of operating, maintaining, repairing and replacing a water sprinkler system over, through and upon the Association Property and the Lots.

C. The Association shall maintain, operate and repair the Surface Water or Stormwater Management Systems, or any portion thereof, in a manner consistent with the District Permit and applicable District rules, and shall assist in the enforcement of the provisions in the Merrick Square Documents which relate to the Surface Water or Stormwater Management Systems. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the District. The costs of the foregoing shall be an Operating Expense.

D. The Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot and the Association Property so that, at a minimum, the initial landscaping for the Association Property provided by Declarant shall be maintained in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. If an Owner plants trees and/or landscaping on his or her Lot (which shall require the prior written consent of the Committee), such Owner shall be responsible for the maintenance, repair and replacement of same.

E. The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads and roadways, if any, and common parking areas located upon the Association Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Association Property and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

F. Subject to the terms of this Declaration and/or applicable law, the

Association shall be responsible for the maintenance, repair and replacement of common lighting, entry gates, entry signs and perimeter walls and fences, if any, located upon the Association Property.

G. The Association may, if the Board so determines pursuant to the terms of this Declaration, paint the exterior surface of the walls, doors, and window frames of the Homes within attached Buildings (using the same colors as originally used by Declarant), and may, if the Board so determines, assume the responsibility to maintain all or a portion of the Common Structural Elements, pursuant to the terms set forth in this Declaration for same. Any proposed change in the paint scheme of Homes within Merrick Square shall require the affirmative vote of seventy-five percent (75%) of the Owners. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

H. The Association shall be responsible for the maintenance and repair of any Areas of Common Responsibility, if any.

I. The Association shall be responsible for maintenance and repair of the electronic card access gates, if any, and common mailboxes.

J. The Association shall have the right but not the obligation to maintain the landscaping, if any, in any public rights-of-way abutting the Property.

K. The Association shall maintain in a neat and clean condition the sidewalk and swale areas, if any, located in any public rights-of-way abutting the Property, in the manner and to the extent required by applicable governmental regulations.

L. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost not in excess of two percent (2%) of the Association's annual budget. All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Home to the enjoyment of his Home or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Home consent thereto in writing.

M. All expenses incurred by the Association in connection with the services and maintenance described in Paragraphs A through L, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through L of this Section 1 be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Home and said Assessment shall constitute a lien upon the appropriate Lot with the same force and effect as liens for Operating Expenses.

N. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Merrick Square.

Section 2. BY THE OWNERS.

A. Except as otherwise specifically provided herein, the Owner of each Home must keep and maintain all portions of his or her Home and all other Improvements situated on his or her Lot (including the Common Structural Elements therein), in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home and Lot, including the Common Structural Elements therein, which, if omitted, would adversely affect Merrick Square, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board, in its sole business discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Association Property would apply. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited, the exterior surface of the Home (unless the Board determines that the Association shall assume such responsibility), the caulking and maintenance of the doors and windows (including glass and frame) of the Home, and the exterior surface of such doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner and any driveway servicing a single Home. The Owner of a Home further agrees that in the event he or she damages any portion of the central irrigation system located upon his or her Lot, the Owner shall be responsible for repairing said damage. The Owner of a Home further agrees to pay for all utilities, such as telephone, cable television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to his or her Home. The Owner of each Home shall be responsible for insect and pest control within the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his/her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association or by the Owner, the proceeds of the insurance received shall be payable to and used by the Association for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to or available for such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner of a Home shall be responsible for damage to his or her Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages

to the Home caused by mold.

B. The Owner of each Home shall keep the sidewalk located on his or her Lot clean and free from any impediments to pedestrian traffic.

C. Except as otherwise provided in this Declaration, each Owner shall be responsible for exterior painting and pressure cleaning of the Home and Improvements thereon as required by the Association in accordance with this paragraph. It is anticipated that the Association shall require all Homes to be painted every five (5) to seven (7) years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three (3) years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in Merrick Square and each Owner shall have at least one hundred twenty (120) days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Committee. Notwithstanding the foregoing, after Declarant no longer owns any portion of the Property, the Board may, by majority vote, at a duly noticed meeting, enter into a contract for painting or pressuring washing of all Homes in Merrick Square and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as a Benefited Assessment.

D. The Owner of each Home shall wash all windows located within his or her Home on a regular periodic basis.

E. An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot without the prior written approval of the Committee. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for maintaining such shrubs, trees and/or landscaping.

F. If a Home is damaged by fire or other casualty, including the Common Structural Elements, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board. Notwithstanding the foregoing, in the event the Board determines that the Association shall assume the responsibility of repairing the Common Structural Elements, the Owner shall be relieved of such responsibility. The Association shall be obligated to notify every Owner of such election in writing.

G. Each Owner shall keep insured the interior portions of his or her Home and his or her personal property (including, but not limited to, all windows, doors, floor, wall, ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of

any of the foregoing and all air conditioning compressors, whether or not located within the Home boundaries, etc.) insured and shall name the Association as additional insured on the insurance policy.

H. The Owner(s) of each Home shall maintain insurance coverage on his or her Lot and Home (as well as the Common Structural Elements and the drywall located within the interior portions of a Home) in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Home and shall continuously maintain coverage as required by this Declaration. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association. Notwithstanding the foregoing, in the event the Board elects to purchase casualty insurance for the Common Structural Elements, the Owners shall be relieved of such responsibility. In that event, the insurance proceeds for the repair and rebuilding shall be paid to the Association and not the Owner.

I. If an Owner fails to comply with the foregoing provisions of this Article IX, the Association may proceed in court to compel compliance to cause an Owner to comply. Further, if the failure to comply relates to an Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner a Benefited Assessment equal to the cost of premiums, and any such Benefited Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

J. If a failure to comply with the provisions of this Article IX, Section 2 relates to an Owner's obligation to maintain the Home, landscaping or any other area required to be maintained by an Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice to the Owner, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he/she has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, the Association shall be entitled, but is not obligated, to perform such maintenance and care itself and to levy on the offending Owner a Benefited Assessment equal to the cost of performing such maintenance and any such Benefited Assessment shall constitute a lien upon the applicable Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which such Owner has the maintenance responsibility under this Declaration or any of the other Merrick Square Documents shall be determined in the sole discretion of the Association or



Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance will be substantially similar to that which existed prior to the date of the casualty.

The Owner(s) of any damaged Home and/or the Association shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

## **ARTICLE X** **USE RESTRICTIONS**

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Merrick Square Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Merrick Square Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

The District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Surface Water or Stormwater Management System in accordance with the District Permit.

In addition to all other remedies, if an Owner is delinquent for more that ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an

Owner's tenants, guests or invitees to use the Association Property and facilities (including, without limitation, cable television and other amenity (non-utility) services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Merrick Square Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by the HOA Act, a fine of less than One Thousand and No/100 Dollars (\$1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

In addition to all other remedies, the Association may levy Benefited Assessments pursuant to Article VII, Section 4, to cover costs which the Association incurs to bring a Lot into

compliance with the Merrick Square Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

Section 2.     NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Merrick Square nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3.     PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the garage located upon each Lot, the driveways located directly in front of the Homes (and reserved for the exclusive use of the Owner served thereby) and designated parking areas within the Association Property, if any. No parking on the roadways and/or swales is permitted. Guest parking shall be on a first come-first served basis; provided, however, use of the guest parking spaces by Owners shall be prohibited and no vehicle may remain in a guest parking space for more than twenty-four (24) consecutive hours without prior written approval of the Association. No Owner shall keep any vehicle on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, motor home, boat or boat trailer may be parked or stored on the Property except in the garage of a Home. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4.     NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Owner of said Home and/or Lot.

Section 5.     LEASES. No portion of a Home (other than an entire Home) may be rented. A Home may not be leased for a period of less than six (6) months. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other

agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Neighborhood Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et seq.

**Section 6. ANIMALS AND PETS.** No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board. In no event shall the number of pets exceed three (3) for any Lot. No permitted pet may be kept, bred or maintained for any commercial purpose. No permitted pet may be kept if the pet becomes a nuisance or annoyance to any neighbor, as determined by the Board. No dogs or other pets shall be permitted to have excretions on the Property, except in locations designated by the Board. An

Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.

No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home and/or balcony or patio, if applicable, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, patios, balconies (if any), driveways and walkways, without the prior written approval of the Committee, which approval may be withheld for purely aesthetic reasons, and all applicable governmental entities. Additionally, no Owner shall make any improvement, addition or alteration to the interior of his or her Home that would affect the fire protection, electric, plumbing or other like system without obtaining appropriate building permits from the applicable governmental authority having jurisdiction thereof and receiving prior written approval from the Committee.

Section 8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot, including without limitation lake bank slopes. No additional trees or other landscaping are permitted to be planted on the Property without the prior written consent

of Declarant for as long as Declarant owns a Home, and thereafter without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross sections of the lakes, lake banks, littoral zones, canals or canal banks; or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 10. SIGNS. No sign (specifically including, but not limited to, for sale signs), display, poster, or other advertising device of any kind may be displayed in public view of any portion of any Home, Building or other Improvement in the Property or in or about an automobile without the prior written consent of the Committee. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of Merrick Square or other communities developed and/or marketed by Declarant or its Affiliates and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 10. This provision may not be amended without the prior written consent of Declarant.

Section 11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in the garage of each Home or dumpsters, if any, designated for such purpose, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard). Trash shall be placed in front of each Home or in designated dumpsters, as applicable, no earlier than 5:00 p.m. the night before pick-up and trash receptacles shall be removed no later than midnight on the day of pick-up.

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's Affiliates, and/or their respective agents and contractors, for the construction, service and sale of Merrick Square or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property, unless fully enclosed in a garage.

Section 13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in

accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 16. LANDSCAPING. Any landscaping planted upon any Lot must be approved in writing by the Committee prior to installation; provided, however, notwithstanding the foregoing, nothing in this section shall be construed as to prohibit any Owner from implementing Xeriscape or Florida-friendly landscape as defined in Section 373.185(1), Florida Statutes. The Owner assumes complete responsibility to maintain the landscaping planted by the Owner.

Notwithstanding that an Owner has obtained the approval of the Committee to install landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk. In the event any construction activity on an adjacent Lot causes damage to or destruction of such Owner's landscape materials or any part thereof, the Owner on whose Lot the landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees.

In addition, the installation of any landscaping placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (i.e., FPL), its successors and/or assigns, requires the removal of any landscaping upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the landscaping. The Owner of a Lot in installing any landscaping upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to Association approval.

Section 17. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Committee, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Committee is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Committee may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not

unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Committee's rules, if any, governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 17 shall not apply to Declarant.

Section 18. GARAGES. No Owner shall enclose any portion of his or her garage or convert any portion of his or her garage into living space. No garage shall be altered in such a manner that reduces the number of automobiles that could have reasonably been parked in the garage as originally constructed. When not in use, Owners shall keep their garage doors closed. Each Owner shall keep his or her garage free from clutter so that at all times his or her car can easily be parked in his or her garage.

Section 19. CONVEYANCES, TRANSFER AND ENCUMBRANCES OF HOMES.

(i) Any person who becomes an Owner by gift, devise or conveyance shall within ten (10) days after such transfer furnish the Association with his or her name and such other information as the Association may reasonably require.

(ii) If an Owner should die and the title to his or her Lot shall pass to his or her surviving spouse or to any immediate member of his or her family, such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Owner

(iii) Protection of Property. All liens against a Lot other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Lot shall be paid before they become delinquent.

(iv) Notice of Lien. An Owner shall give notice to the Association of every lien against his or her Lot other than mortgages, taxes, and special assessments within five (5) days after the lien has attached.

(v) Notice of Suit. Every Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his or her Lot, such notice to be given within five (5) days after the Owner receives actual notice thereof.

(vi) Failure of Compliance. Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

(vii) Rights of Institutional Mortgagees. The provisions of this Section 19 shall in no way be construed as affecting the rights of an Institutional Mortgagee owning a recorded institutional first mortgage on any Lot and the rights hereinabove set forth shall remain subordinate to any such institutional first mortgage. Further, the provisions of this Section 19 shall not be applicable to purchasers at foreclosure or other judicial sales of Institutional Mortgagees, or to transfers to Institutional Mortgagees or to Declarant.



Section 20. CLOTHESLINES. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or other similar device shall be allowed in any portion of the Property, unless within a Home and concealed from view from all other portions of the Property and from the surrounding public areas. No towels shall be permitted to be hung from the balconies.

Section 21. GARAGE SALES. No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on in or about Merrick Square without the prior written consent of the Board and without obtaining approvals from all applicable governmental authorities (if required).

Section 22. SINGLE FAMILY USE. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Merrick Square except as such occupation or activity is permitted to be carried on by Declarant under this Declaration.

Section 23. WEAPONS. The use and discharge of weapons within Merrick Square is prohibited. The term “weapons” includes bows and arrows, slingshots, “B-B” guns, pellet guns, and other firearms of all types, regardless of size.

Section 24. ON-SITE FUEL STORAGE. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 25. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Committee, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Committee’s consent, then the hurricane shutters will be made to conform by the Association at the Owner’s expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing Merrick Square location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same (“Hurricane Shutter Time Period”), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner’s departure by (a) removing all furniture, potted plants and other movable objects from his or her Backyard Area, porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

Section 26. ENCLOSURES. No enclosures of any kind, including but not limited to, glass

and screen enclosures, shall be constructed or placed on the balconies, patios or Backyard Areas, if any, of the Homes.

Section 27. OCCUPANCY OF HOME. The Fair Housing Amendments Act of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March, 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. Therefore, neither Declarant nor the Association shall have the authority to prohibit children.

Section 28. WINDOW COVERINGS. Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face the exterior windows or glass doors of a Home shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Owner, at such Owner's sole cost, with items acceptable to the Association.

Section 29. LIGHTING. Except for seasonal decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in writing by the Committee.

Section 30. RECREATIONAL FACILITIES. All recreational facilities and playgrounds furnished by the Association or erected within Merrick Square, if any, shall be used at the risk of the user, and neither Declarant nor the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

Section 31. UNMANNED AIRCRAFT SYSTEMS. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its immediate family members, lessees, guests or invitees on, over or from any portion of the Property, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable rules and regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or within Merrick Square. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Association Property, or any other portion of Merrick Square. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including without limitation, to another Owner, its immediate family members, lessees, guests or invitees.

Section 32. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its Affiliates. The completion of that work and the sale, rental and other transfer of Homes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association nor the Association shall do anything to interfere with Declarant's or Declarant's Affiliates' activities relating to the constructing of Homes and Improvements upon the Property, the constructing of other buildings

upon adjacent land or any other property being developed or marketed by Declarant or its Affiliates, or the sale, rental and/or other transfer of Homes by Declarant or its Affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Merrick Square and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

**ARTICLE XI**  
**DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY**  
**AND/OR COMMON STRUCTURAL ELEMENTS**

Damage to or destruction of all or any portion of the Association Property (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property (and/or Common Structural Elements in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), then the Association shall cause such Association Property (and/or Common Structural Elements, as applicable), to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar as of the date of recording this Declaration in the Public Records of the County and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Association Property (and/or Common Structural Elements, if and as applicable), to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment for the restoration of the Association Property (or for the restoration of Common Structural Elements, if and as applicable), but in either case proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property (and/or Common Structural Elements, if and as applicable), would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00) (such amount is based on the value of the dollar as of the date of recording this Declaration in the Public Records of the County and shall be increased each year

thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Homes; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded, landscaped and irrigated or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property (and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same), fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, lessees, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

F. The Board shall be entitled to retain an "Insurance Trustee" whose powers shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as necessary in connection with the foregoing. Unless an Institutional Mortgagee or Institutional Lender requires the appointment of a professional insurance trustee, the Association shall be entitled to serve as Insurance Trustee.

## **ARTICLE XII**

### **INSURANCE AND CONDEMNATION**

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses with respect to the Association Property (and with respect to Common Structural Elements in the event the Board elects to have the Association insure same as provided in this

Declaration):

Section 1. CASUALTY INSURANCE.

A. Property and casualty insurance (including, but not limited to, windstorm) in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property. Such property and casualty insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Merrick Square in construction, location and use.

Unless the Board elects to obtain such casualty insurance, the Owner of each Home shall maintain a policy or policies to insure his or her Home from all physical damage and liability losses with such policy naming the Association as an additional insured. Unless the Board has elected to make the Association responsible for the repair and rebuilding of the Common Structural Elements, if a Home is damaged by a casualty, the affected Owner shall promptly have his or her Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Home. The Board may in its sole business discretion establish periodically the minimum physical damage and liability insurance coverage and endorsements to be maintained by each Owner. Each Owner shall provide a certificate of insurance coverage to the Association to evidence compliance with the minimum physical damage and liability coverage and endorsements set by the Board. Notwithstanding the foregoing, the Board, in its sole business discretion, shall have the power and the authority to require the Association, rather than the Owners of each Home, to acquire casualty insurance for the Common Structural Elements and the drywalls within the single family attached townhomes in which case the insurance provisions with respect to Association Property would apply and all insurance proceeds for the repair and rebuilding thereof shall be paid to the Association.

B. The Association shall maintain a policy or policies to insure the Association Property improvements and personal property from casualty losses, which shall be in such amounts so that the insured will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon and use of the balance of the Property, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property, the balance of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Homes as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 10. ADDITIONAL INSURED. For any policies of insurance that the Board or the Association elects or is required to maintain, the Association shall be named as insured thereof.

### ARTICLE XIII

## GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER MERRICK SQUARE DOCUMENTS. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations, shall control in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o 6123 Lyons Road, Coconut Creek, Florida 33073, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at c/o 6123 Lyons Road, Coconut Creek, Florida 33073, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Association Property and the balance of the Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way

affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Merrick Square, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, utilize the amenities center, if any, as a sales and/or leasing office, place signs, employ sales, leasing, construction and service personnel, use the Property and show Homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Merrick Square and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Merrick Square Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6, which are in addition to, and are no way a limit on, any



other rights or privileges of Declarant under any of the Merrick Square Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property and the buildings on the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is indicated. If Declarant conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and Owner(s) of any affected Home(s) from any damages resulting therefrom. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners or any mortgagee so long as such amendments or modifications do not materially impair the common plan of development of Merrick Square; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Homes; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Homes may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Merrick Square Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Listed Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments which may be required by an Institutional Mortgagee for the purpose of satisfying its development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association, FHA and the Federal Home Loan Mortgage Corporation.

7. Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Homes and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Homes encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for

any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Merrick Square Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
- (2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Merrick Square Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Merrick Square Documents, for which the Owners will be responsible,

the Association shall be required to obtain the approval of seventy-five percent (75%) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Merrick Square Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Merrick Square Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property, any Improvements on the Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five percent (75%) of the Owners); or
- (e) filing a compulsory counterclaim.

**Section 13. COMPLIANCE WITH PROVISIONS.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Home except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

**Section 14. COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

**Section 15. NO PUBLIC RIGHT OR DEDICATION.** Nothing contained in this Declaration

shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 16. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH MERRICK SQUARE, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 17. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

(c) the continuing right to air conditioned space, if any, within and/or on the Association Property as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any clubhouse or other Improvements constructed on the Association Property; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this

Declaration or otherwise as required or permitted by law. The provisions of this Section 17 may not be amended without Declarant's prior written consent.

Section 18. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Home, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Merrick Square by Declarant (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner of a Home and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such Owner's Home, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its Affiliates to complete the plan of development of Merrick Square, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 18 may not be amended without Declarant's prior written consent.

Section 19. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY, WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM, SERVICES OR COMMUNITY SYSTEM WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM, SERVICES, OR COMMUNITY SYSTEM ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND

ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ASSOCIATION, MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND DECLARANT AND ANY SUCCESSOR DECLARANT, HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 20. SALES INTERFERENCE. Each Owner, by acceptance of a deed or other conveyance of a Home, hereby acknowledges and agrees that such Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of its Affiliates, including the carrying of signs or other types of demonstrations in Merrick Square or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of Merrick Square by the other Owners, are detrimental to the value of the Homes within Merrick Square, and interfere with Declarant's ability to conduct its business.

Section 21. SOUND TRANSMISSION. Each Owner, by acceptance of a deed or other conveyance of a Home, hereby acknowledges and agrees that sound transmission in Buildings containing attached homes is very difficult to control, and that the noises from adjoining and/or nearby Homes and/or mechanical equipment can often be heard in another Home. Declarant does not make any representation or warranty as to the level of sound transmission between and among Homes and the other portions of Merrick Square, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Section 22. ANIMAL, REPTILE AND WILDLIFE HAZARDS. Florida's natural areas, which include conservation areas, conservation easement property, preservation areas, lakes and

wetlands, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

- (a) Any wild animal can be dangerous. Always be cautious and observant.
- (b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.
- (c) Help keep wildlife “wild” by keeping your distance. Move away from animals without disturbing them and do not block an animal’s path.
- (d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.
- (e) If an animal or reptile approaches you, move away and maintain a safe distance.
- (f) Do not walk pets within or near any natural area, or near any bodies of water.
- (g) Keep young children at a safe distance from natural areas and bodies of water.

BY ACCEPTANCE OF A DEED TO THEIR LOT EACH OWNER ACKNOWLEDGES THAT MERRICK SQUARE, AND AREAS IN THE VICINITY OF MERRICK SQUARE, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, VENOMOUS AND NON-VENOMOUS SNAKES AND OTHER REPTILES, ALLIGATORS, AND OTHER ANIMALS, SOME OF WHICH MAY POSE HAZARDS TO PERSONS OR PETS COMING IN CONTACT WITH THEM. DECLARANT AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

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IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

**DECLARANT:**

D.R. HORTON, INC., a Delaware corporation

WITNESSES AS TO DECLARANT:

Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by \_\_\_\_\_ the \_\_\_\_\_ of D.R. HORTON, INC., a Delaware corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: \_\_\_\_\_

**ASSOCIATION:**

MERRICK SQUARE HOMEOWNERS'  
ASSOCIATION, INC, a Florida corporation not for  
profit

**WITNESSES AS TO ASSOCIATION:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA        )  
  ) SS  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by \_\_\_\_\_ the President of MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. \_\_\_\_\_ is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Lots \_\_\_\_\_ through \_\_\_\_\_, of "MERRICK SQUARE," according to the plat thereof, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida.

Together With:

Tracts \_\_, \_\_\_\_\_ and \_\_\_\_\_ of "MERRICK SQUARE," according to the plat thereof, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Broward County, Florida.

DRAFT

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF ASSOCIATION PROPERTY**

Tracts \_\_, \_\_ and \_\_ of "MERRICK SQUARE," according to the plat thereof, as recorded in Plat Book \_\_, Page \_\_ of the Public Records of Broward County, Florida.

DRAFT

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION OF  
MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC.**

DRAFT

**EXHIBIT "D"**

**BYLAWS OF MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC.**

DRAFT

**EXHIBIT “E”**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT**

DRAFT

**EXHIBIT "F"**

**RULES AND REGULATIONS FOR MERRICK SQUARE**

The definitions contained in the Declaration of Covenants, Restrictions and Easements for Merrick Square ("Declaration") are incorporated herein as part of these Rules and Regulations ("Rules").

1. No personal articles shall be allowed to stand overnight on the Association Property.

2. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes nor do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.

3. Each Owner shall keep his or her Home and Lot in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any debris from the doors, balconies or windows thereof.

4. Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefore the Property is exposed to the potential damages of hurricanes, including but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of Declarant. Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home and Lot prior to his or her departure by:

(a) Removing all furniture, potted plants and other movable objects from outside his or her Home; and

(b) Designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

5. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, except in sanitary, self-locking containers stored inside a Home or dumpsters designated for such purpose by the Association, from time to time, and kept in a clean and sanitary condition, and no odor shall be permitted to arise therefrom so as to render Merrick Square or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Home in order to be collected may be placed and kept at the front of the Home after 5:00 p.m. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the day of collection. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, non-functioning vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of Merrick Square (except when accumulated during construction by Declarant, during



construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard).

6. No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be allowed on or about any portion of Merrick Square without prior written approval by the Association and without obtaining approvals from all applicable governmental authorities (if required).

7. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Association Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Association Property may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

8. No Owner shall request or cause any employee or agent of the Association to do any private business of the Owner except as shall have been approved in writing by the Association.

9. An Owner shall not cause or permit the blowing of any horn from any vehicle of which he or she, his or her guests or family shall be occupants except in an emergency requiring such horn to be sounded.

10. An Owner shall be held responsible for the actions of his or her lessee or family members, guests, employees and invitees.

11. Complaints regarding the management of the Association Property or regarding actions of other Owners shall be made in writing to the Association.

12. Any consent or approval given under these Rules by the Association shall be revocable at any time by the Board.

13. No garage or any portion of a garage shall be permanently enclosed, and no garage or any portion of a garage or ground floor originally intended for the parking of an automobile shall be converted into a living space. Each Owner shall keep his or her garage free from clutter so that at all times his or her car can easily be parked in his or her garage. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not being used for ingress and egress.

14. Owners are referred to the restrictions contained in the Merrick Square Documents, which are binding upon all Owners.

15. These Rules may be modified, added to or repealed at any time by the Association.

16. These Rules shall not apply to Declarant as an Owner.

*By Resolution of the Board of Directors  
of Merrick Square Homeowners' Association, Inc.*

DRAFT

**CERTIFICATE REGARDING RECEIPT FOR PAID REAL ESTATE TAXES**

This is to certify that attached hereto as Exhibit "A" is a receipted bill indicating that all real estate taxes due and owing on the "Property" as described in the foregoing Declaration of Covenants, Restrictions and Easements for Merrick Square ("Declaration") have been paid as of the date of recordation of the Declaration.

WITNESSES:

D.R. HORTON, INC., a Delaware corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization by \_\_\_\_\_ the \_\_\_\_\_ of D.R. HORTON, INC., a Delaware corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida at Large

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: \_\_\_\_\_

**ARTICLES OF INCORPORATION  
OF  
MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

**ARTICLE I  
DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below, as defined in the Declaration:

1. "Articles" means these Articles of Incorporation and any amendments hereto.
2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in the Declaration), and any and all other assessments, including but not limited to "Benefited Assessments" (as such term is defined and discussed in the Declaration) which are levied by the Association in accordance with the Merrick Square Documents.
3. "Association" means Merrick Square Homeowners' Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
4. "Association Property" means the property more particularly described in Article II of the Declaration.
5. "Board" means the Board of Directors of the Association.
6. "Bylaws" means the Bylaws of the Association and any amendments thereto.
7. "County" means Broward County, Florida.
8. "Declarant" means D.R. Horton, Inc., a Delaware corporation, and any successor or assign thereof to which D.R. Horton, Inc. specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

9. “Declaration” means the Declaration of Covenants, Restrictions and Easements for Merrick Square, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

10. “Director” means a member of the Board.

11. “HOA Act” means the homeowners’ association act, Chapter 720, Florida Statutes as amended through the date of recording the Declaration amongst the Public Records of the County.

12. “Home” means an attached residential dwelling unit in Merrick Square intended as a single family residence.

13. “Member” means a member of the Association.

14. “Merrick Square” means that planned residential development located in the County, which encompasses the Property and is intended to comprise of Two Hundred Eleven (211) attached Homes together with the Association Property, but is subject to change in accordance with the Declaration.

15. “Merrick Square Documents” means in the aggregate the Declaration, these Articles and the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any “Amendment(s)” and “Supplemental Declaration(s)” (as such terms are defined in the Declaration).

16. “Operating Expenses” means the expenses for which Owners are liable to the Association as described in this Declaration and any other Merrick Square Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Association Property or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Merrick Square Documents.

17. “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Merrick Square, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

18. “Surface Water or Stormwater Management System” means a system which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant

to Section 373.416(2), Florida Administrative Code and Chapter 62-330, Florida Administrative Code. The Association is responsible to maintain, repair and operate the Surface Water or Stormwater Management System located on the Property in accordance with the applicable governmental regulations, the District Permit and the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

## ARTICLE II NAME

The name of this corporation shall be MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is c/o 6123 Lyons Road, Coconut Creek, Florida 33073.

## ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Merrick Square Documents and to carry out the covenants and enforce the provisions of the Merrick Square Documents.

## ARTICLE IV POWERS

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Merrick Square Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Merrick Square Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs and expenses defined or identified in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of maintenance, repair and operation of the Surface Water or Stormwater Management System, including, but not limited to, cost associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements, to the extent the Association becomes obligated for the maintenance therefor.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Merrick Square Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Merrick Square Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Merrick Square in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Merrick Square.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Merrick Square Documents, for which the Owners will be responsible, the Association shall be required to obtain the

approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Merrick Square Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Merrick Square Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of a seventy-five [75%] of the Members); or
- (e) filing a compulsory counterclaim.

11. To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of South Florida Water Management District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

12. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

#### ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County (“First Conveyance”), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Homes until each such Home is conveyed to another Owner, and thereupon and



thereafter each and every Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Home is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Home shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1) vote. Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(a) three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined below) by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Neighborhood Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court

determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(f) when, in its discretion, the Class “B” Member so determines.

On the Turnover Date, Class “A” Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Notwithstanding the foregoing, Class “A” Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Total Developed Lots have been conveyed to Members other than Declarant.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Merrick Square Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Home.

G. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

H. There shall be only one (1) vote for each Home, except for the Class “B” Member as set forth herein. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Home, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity (“Voting Member”), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the Owners of such Home shall lose their right to vote until such a certificate is filed with the Secretary of the Association, but the Home shall be considered for purposes of establishing a quorum.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the

event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

## ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Section 373.416(2), Florida Administrative Code and Chapter 62-330, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

In the event and upon dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any

remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for Merrick Square, then HUD and/or VA shall be notified of such dissolution.

ARTICLE VII  
INCORPORATOR

The name and address of the Incorporator of these Articles is: Sandra E. Krumbein Sadov, Esquire, 200 E. Broward Boulevard, Suite 2100, Fort Lauderdale, Florida 33301.

ARTICLE VIII  
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX  
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Gary Brunk
Vice President	-	Iraida Rousseau
Secretary/Treasurer	-	Javier Tavel

ARTICLE X  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association (“First Board”) and the “Initial Elected Board” (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the “Declarant’s Resignation Event” (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Gary Brunk	6123 Lyons Road Coconut Creek Florida 33073
Iraida Rousseau	6123 Lyons Road Coconut Creek Florida 33073
Javier Tavel	6123 Lyons Road Coconut Creek Florida 33073

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Merrick Square, if and when ultimately developed, is anticipated to contain Two Hundred Eleven (211) Lots with Homes constructed thereon (collectively, “Total Developed Lots”). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Merrick Square and the right to, among other things, modify the site plan and the right to change the recreational facilities, if any, amenities, Home product types and the number of Homes to be constructed within Merrick Square) and/or the right to add or withdraw land from Merrick Square, all in its sole and absolute discretion, and therefore, the total number of Homes within Merrick Square may refer to a number greater or lesser than Two Hundred Eleven (211).

D. Upon the Turnover Date, the Members other than Declarant (“Purchaser Members”) shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose (“Initial Election Meeting”). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall

be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

## ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his or her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions

provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

## ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

## ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total voting interests present at such meeting.



2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

#### ARTICLE XIV MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes, as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as Declarant shall own any portion of the Property, any such merger or consolidation shall require Declarant's prior approval.

#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the registered agent of the Association is Property Keepers Management, LLC, 1350 NE 56<sup>th</sup> Street, Suite 180, Fort Lauderdale, Florida 33334.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sandra E. Krumbein Sadov, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

Property Keepers Management, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BYLAWS  
OF  
MERRICK SQUARE HOMEOWNERS' ASSOCIATION, INC.**

Section 1. Identification of Association

These are the Bylaws of Merrick Square Homeowners' Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o D.R. Horton, Inc., 6123 Lyons Road, Coconut Creek, Florida 33073, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Merrick Square ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written

request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Merrick Square Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Merrick Square Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may not vote for Directors by Proxy. Furthermore, at any Annual Members' Meeting at which Directors are to

be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes shall be cast in person. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

#### Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Merrick Square Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

## Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge not to exceed the greater of Twenty-Five Dollars (\$25) or five (5%) percent of the amount of each installment on Assessments that is paid past the due date by the Association for such late Assessment. Owners shall be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced.

## Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary. Any person permitted to serve as a Director shall be permitted to serve as an officer of the Association.

7.2. The President shall be the chief executive officer of the Association. He or She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the



Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Merrick Square.

#### Section 8. Resignations

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Home within Merrick Square which shall designate the name and address of the Owner thereof, the amount of Individual Home Assessments and all other Assessments, if any, charged to the Home, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal

year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Home Assessment applicable to his or her Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at his or her last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made monthly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Home Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his or

her last known address shown on the records of the Association.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Merrick Square; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Merrick Square Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Merrick Square Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his ownership interest in Merrick Square. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

#### Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

#### Section 14. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

#### Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

## Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

*The foregoing Bylaws of Merrick Square Homeowners' Association, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.*

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