

EXHIBIT B

**ARTICLES OF INCORPORATION
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

COPY

**ARTICLES OF INCORPORATION
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Community Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Community Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Community Association shall be 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Community Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Community Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association recorded (or to be recorded) in the Public Records of St. Johns County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Community Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Community Association.

All of the Community Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Community Association may inure to the benefit of any individual Member or any other person. The Community Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Community Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Community Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**ARTICLE 4.
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.
POWERS**

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

5.1 General. The Community Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Community Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Community Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Community Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Community Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Community Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Community Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Community Association for such purposes. The Community Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Community Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants

in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Community Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the requirements of St. Johns River Water Management District permit number 40-031-87432-4 and number 40-031-87432-1, the Army Corps of Engineers permit number SAJ-2003-1267-MRE, the Nocatee Environmental and Water Resource Area Plan, the Nocatee Stormwater Pollution Prevention Plan and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District.

(k) The Community Association shall levy and collect adequate assessments against members of the Community Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Community Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Community Association to amend the Declaration or terminate the Community Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Community Association. All funds and the title to all properties acquired by the Community Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Community Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Community Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Community Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

**ARTICLE 6.
MEMBERS**

6.1 Membership. The Members of the Community Association shall consist of the Developer under the Declaration (Pulte Home Corporation) and all of the record title owners of Lots, Units and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit or Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot, Unit or Parcel for which that share is held.

6.3 Classes of Members / Voting. The Community Association will have two (2) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Units and Lots within the Riverwood by Del Webb community with the exception of the "Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Unit or Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof, who shall have the sole right to vote in Community Association matters. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety percent (90%) of the Lots and Units in the Property that will ultimately be operated by the Community Association have been conveyed to Class A Members or

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(b) Voting. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(c) Appointment / Election of Board of Directors. Until Turnover, the Class B Member shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Community Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Community Association. So long as the Developer provides notice in accordance with Chapter 720, Florida Statutes of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

**ARTICLE 7.
INCORPORATOR**

The name and address of the Incorporator of this Community Association is:

<p><u>NAME</u></p> <p>William Genovese</p>	<p><u>ADDRESS</u></p> <p>5210 Belfort Road Suite 400 Jacksonville, Florida 32256</p>
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**ARTICLE 8.
TERMS OF EXISTENCE**

Existence of the Community Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Community Association shall exist in perpetuity. The Community Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Community Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Community Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

**ARTICLE 9.
OFFICERS**

The affairs of the Community Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Community Association at its first meeting following the annual meeting of the Members of the Community Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

William Genovese	- President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Chet Skinner	- Vice President	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256
Shawn Budd	- Secretary/Treasurer	5210 Belfort Road, Suite 400 Jacksonville, Florida 32256

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Community Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Community Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements. The replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

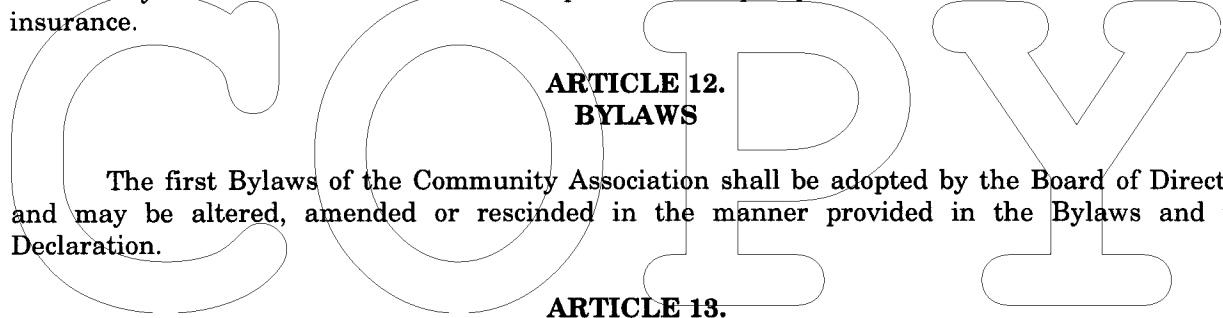
<u>NAME</u>	<u>ADDRESS</u>
William Genovese	5210 Belfort Road Suite 400 Jacksonville, Florida 32256
Chet Skinner	5210 Belfort Road Suite 400 Jacksonville, Florida 32256
Shawn Budd	5210 Belfort Road Suite 400 Jacksonville, Florida 32256

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a ARB: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Community Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Community Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a ARB of which the Director is not a member if the Director reasonably believes the ARB merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE 11.
INDEMNIFICATION PROVISIONS**

This Community Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing

right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Community Association to obtain and keep in force a policy of officers' and directors' liability insurance.



**ARTICLE 12.
BYLAWS**

The first Bylaws of the Community Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

**ARTICLE 13.
AMENDMENTS**

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Community Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

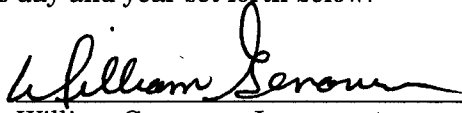
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ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The name and address of the Registered Agent of the Community Association is:

Sterling Fin. & Mgmt., Inc.
11555 Central Parkway, Suite 603
Jacksonville, Florida 32224

The Incorporator has affixed his signature the day and year set forth below.



William Genovese, Incorporator

Dated this 22nd day of June, 2007.

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the city of Jacksonville, County of Duval, State of Florida, the Community Association named in the said articles has named Sterling Fin. & Mgmt., Inc., whose address is 11555 Central Parkway, Suite 603, Jacksonville, Florida 32224, as its agent to accept service of process within Florida.

Having been named the statutory agent of said Community Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

STERLING FIN. & MGMT., INC.,

a Florida corporation

By: _____

Gordon Mubley

Print Name: _____

Gordon Mubley

Its: _____

Director of Operations

DATED this 22nd day of JUNE, 2007.

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EXHIBIT C

**BYLAWS
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

COOPY

**BYLAWS
FOR
RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**ARTICLE 1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association ("Community Association").

**ARTICLE 2
BOOKS AND PAPERS**

The books, records and papers of the Community Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Community Association.

**ARTICLE 3
MEMBERSHIP**

3.1 Membership of the Community Association is as set forth in Article 6 of the Articles of Incorporation of the Community Association, (the "Articles").

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Community Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**ARTICLE 4
BOARD OF DIRECTORS**

4.1 Number of Directors. The affairs of the Community Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors. The number of Directors shall increase to five (5) when sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. The Board of Directors will be increased to seven (7) when ninety percent (90%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. After the first post-turnover Board of Directors is elected, the Members may vote to increase or decrease the number of Directors on the Board of Directors by amending this Section 4.1. Until the Class B Membership has terminated, the Class B Directors need not be Members of the Community Association; provided however that any Class A Directors appointed by the Class B Member shall be Members of the Community Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and herein.

4.2 Election and Removal.

(a) Appointment of Directors Prior to Turnover. The first board of Directors shall be appointed by the Developer. When forty percent (40%) of the total number of Lots and Units within

the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one Class B Member of the Board of Directors will resign. When sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) additional Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one additional Class B Member to the Board of Directors for a total of five (5) Directors. When ninety percent (90%) of the total number of Lots and Units within the Riverwood Community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one additional Class A Member to the Board of Directors and one additional Class B Member to the Board of Directors for a total of seven (7) Directors. The Class B Member will retain at least a majority control of the Board of Directors until turnover.

(b) Election of Directors After Turnover.

(i) After Turnover, the Developer may no longer appoint members to the Board of Directors and seven (7) Directors will serve on the Board of Directors of the Association, unless such number is amended by the Board of Directors as set forth in Section 4.1 of the Bylaws. Three (3) members of the Board of Directors will be Owners of Lots within the Community Association. Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Monterey Condominium Association ("Monterey Association"). Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Carriage Home Condominium Association ("Carriage Home Association"). The Class A Members as a whole shall vote for all of Board of Directors. The Monterey Association and the Carriage Home Association are collectively referred to as the "Sub-Associations". In the event of any vacancy for any reason, the election of the replacement director must preserve the original configuration of the Board with respect to the number of directors from each Sub-Association and the Lots.

(ii) Terms. Directors of the Community Association shall be elected or appointed, as applicable, at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. At the initial election of Board of Directors (i.e. at Turnover), three (3) Directors will be selected to serve a three (3) year term, two (2) Directors will be selected to serve a two (2) year term and two (2) Directors will be selected to serve a one (1) year term. Immediately following the initial election, the Directors will vote amongst themselves to determine which terms each Director will serve; provided however that one (1) Director from the Monterey Association, one (1) Director from the Carriage Home Association and one (1) Director who is an Owner of a Lot shall each serve a three (3) year term. If the remaining Directors cannot agree on the term lengths, names will be randomly selected. Thereafter, at each election, the newly elected or appointed Directors will serve a three (3) year term. Notwithstanding the foregoing, each Director elected or appointed, as applicable, at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

(iii) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4.9 of these Bylaws.

4.3 Any director (other than a director appointed by the Developer) may be removed from office at any time, with or without cause, by the affirmative majority vote of all of the Members and the remaining Board of Directors shall then fill the vacancy. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer is removed from

office, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.4 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.5 Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors

4.6 Subject to the provisions of Section 4.8 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.7 Subject to the provisions of Section 4.8 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.8 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Community Association at least forty-eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.9 Directors shall have the absolute right to resign at any time. The remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Board of Directors of each Sub-Association shall be called as soon as possible for the purpose of appointing new directors and the resignations of the prior directors shall not be effective until such appointments are made and new directors are appointed, except that if no meeting is held or no directors are appointed after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are appointed or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.10 Each Director shall have one (1) vote and Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.11 The Directors of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

ARTICLE 5 OFFICERS

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall preside at all meetings of the Members of the Community Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Community Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Community Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Community Association. He shall enter on the books of the Community Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Community Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

ARTICLE 6 MEETINGS OF MEMBERS

6.1 The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any four (4) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Community Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least twenty percent (20%) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy, except that proxies shall not be used to elect members of the Board of Directors. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Robert's Rules of Order (latest edition) shall govern the conduct of Community Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

ARTICLE 7 AMENDMENTS

7.1 Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

7.2 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE 8 OFFICIAL RECORDS

In accordance with the requirement of Section 720.303(4), Florida Statutes, the Official Records of the Community Association shall consist of:

8.1 General Records.

(a) A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property which the Community Association is obligated to maintain, repair or replace.

(b) A copy of the Bylaws of the Community Association and of each amendment to the Bylaws.

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

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

(e) A copy of the current rules of the Community Association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, Lot identifications. The Community Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Community Association records when consent to receive notice by electronic transmission is revoked. However, the Community Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Community Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Community Association is a party, including, without limitation, any management agreement, lease or other contract under which the Community Association has any obligation or responsibility. Bids received by the Community Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.

(k) All other written records of the Community Association not specifically included in the foregoing which are related to the operation of the Community Association.

8.2 Financial Records. Accounting records for the Community Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a periodic statement of the account for each Member of the Community Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(c) All tax returns, financial statements and financial reports of the Community Association.

(d) Any other records that identify, measure, record or communicate financial information.

8.3 Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

ARTICLE 9
BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Community Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Community Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Community Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Community Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Community Association or another person. The Community Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Community Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Community Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Community Association. The Community Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

The foregoing were adopted as the Bylaws of the Community Association at the first meeting of the Board of Directors.

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EXHIBIT D

COMMON PROPERTY DESCRIPTION

That certain real property described in the Riverwood by Del Webb - Phase 1 Plat recorded at Plat Book 60, Pages 88-120 of the public records of St. Johns County Florida, **less and except** all platted lots, Tract F1 (Condominium Area) and Tracts FD1 and FD2 (Future Development Areas) and any portion of the Riverwood property that may be conveyed to the Tolomato Community Development District.

EXHIBIT E

NOCATEE STORMWATER POLLUTION PREVENTION PLAN

COPY

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APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the developer and contractor shall adhere to the following Operation Plan prior to and during construction.

1. PRE-CONSTRUCTION ACTIVITIES

Prior to the start of site construction, the developer or his designee shall conduct a pre-construction conference that addresses Stormwater Pollution Prevention and Sediment and Erosion Control. The purpose of this conference is to review the site-specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions.

2. CONSTRUCTION ACTIVITIES

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required for compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

A. Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile topsoil if required
6. Stabilize denuded areas and stockpiles as soon as practicable
7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards

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10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required

Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.

B. Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan, and as required to meet the sediment and turbidity requirements imposed on the project site by regulatory agencies.

Erosion and sediment controls stabilization practices include the following:

1. Straw bale barrier: straw bale barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 33 percent.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. Filter Fabric Barrier: Filter fabric barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 33 percent.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. Brush Barrier with Filter Fabric: Brush barrier may be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

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4. **Level Spreader:** A level spreader may be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader can be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.
5. **Stockpiling Material:** No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.
6. **Exposed Area Limitation:** The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 10 acres. This requirement may be waived for large projects with an erosion control plan which demonstrates that opening of additional areas will not significantly affect off-site deposit of sediments.
7. **Inlet Protection:** Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that may contribute sediment to the inlet.
8. **Temporary Seeding:** Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.
9. **Temporary Seeding and Mulching:** Slopes steeper than 6:1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch.
10. **Temporary Grassing:** The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.
11. **Temporary Regrassing:** If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.
12. **Maintenance:** All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

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13. **Permanent Seeding:** All areas which have been disturbed by construction will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.
14. **Temporary Diversion Dike:** Temporary diversion dikes may be used to divert runoff through a sediment-trapping facility.
15. **Temporary Sediment Trap:** A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations: The sediment trap may be constructed either independently or in conjunction with a temporary diversion dike.
16. **Sediment Basin:** Will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time, the proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. Any temporary sediment basins constructed must be backfilled and compacted in accordance with the specifications for structural fill. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

C. Site Maintenance Activities

1. Waste Disposal

a. Waste Materials

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day-to-day site operations, who will be responsible for seeing that these procedures are followed.

b. Hazardous Waste

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APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

All hazardous waste materials will be disposed of in the manner specified by the Nocatee Hazardous Waste Plan, local or state regulation, and by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day-to-day site operations, will be responsible for seeing that these practices are followed.

c. Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

d. Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

D. Spill Prevention Plan

1. Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

A. Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- ◆ An effort will be made to store only enough product required to do the job.
- ◆ All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- ◆ Products will be kept in their original containers with the original manufacturer's label.

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- ◆ Substances will not be mixed with one another unless recommended by the manufacturer.
- ◆ Whenever possible, all of a product will be used up before disposing of the container.
- ◆ Manufacturer's recommendations for proper use and disposal will be followed.
- ◆ The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

B. Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- ◆ Products will be kept in original containers unless they are not resealable.
- ◆ Original labels and material safety data will be retained; they contain important product information.
- ◆ If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

C. Product Specific Practices

The following product specific practices will be followed onsite:

i. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers that are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

ii. Fertilizers

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Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

iii. Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

3. MAINTENANCE/INSPECTION PROCEDURES

A. Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- ◆ All control measures will be inspected by the site superintendent, or the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- ◆ All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- ◆ Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.

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- ◆ Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- ◆ The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- ◆ Diversion dikes/swales will be inspected and any breaches promptly repaired.
- ◆ Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- ◆ A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and available upon request to the owner, engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- ◆ The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- ◆ Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

4. NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

- ◆ Water from water line flushing
- ◆ Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- ◆ Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge.

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1. GOLF COURSE DEVELOPMENT

At the completion of final grading, soil analysis will be conducted to determine soil fertility and other properties essential for successful seeding and germination. It is anticipated that there will be some requirements for lime, fertilizers, and perhaps other soil conditioners. Until a grass cover is established, erosion will be controlled through the use of filter fabric, mulches, and hay bales, and in some cases, sodding with Bermuda or Bahia grasses.

The irrigation system will be completely automated.

2. CULTURAL PRACTICES

Cultural practices involve all of the various procedures directed toward the maintenance of healthy turf grasses and associated landscaping. The key to healthy turf is intensive, daily care. This includes cutting with sharp blades and accurately adjusted mowers, together with a comprehensive inspection for incipient problems. Grass that is infrequently cut, cut too short, or cut by dull blades becomes weakened and susceptible to disease and weeds.

Such techniques as verti-cutting, thatching, aeration, topdressing, frequent soil testing, timely fertilization, and other positive practices help keep a high quality turf without the excessive use of toxic chemicals.

The importance of a sound irrigation system cannot be overemphasized for good turf and landscape management practices. Golf course configuration will be designed around automated controls that can be operated on the basis of on-site weather data, as well as specific requirements associated with a variety of tasks such as fertilization, overseeding, and the like. This system includes a frequent and rigid inspection and maintenance program to avoid mechanical failures, and to insure adequate coverages at calculated flow rates. The precautions should essentially eliminate flooding from "blowouts," nutrient losses by leaching, puddling, or "burn-outs" from lack of water.

3. BIOLOGICAL PRACTICES

Biologically, the first and most important Best Management Practice (BMP) is the selection of appropriate, site specific grasses, and landscaping vegetation. Turf grasses will vary by golf course areas depending on their characteristics relative to play requirements on tees, fairways, roughs, collars, fringes, and greens. Three varieties of Bermuda grass will be provided on fairways (T-419), tees (T-328), and greens (Tif-dwarf). For the most part, on-site trees and shrubs will be transplanted where there are plans to create landscaping and vegetative focal points. Elsewhere, the landscape will be selected from lists of hardy and attractive species that are beneficial to both resident and migratory wildlife.

Also, biological agents will be used, as they become available, to counteract turf and landscaping problems that would otherwise require control by chemical means. To the extent possible, this

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type of control can be achieved to some degree by nurturing the beneficial insects and microbes that normally occur under the conditions conducive to plant nematodes to keep the crickets in check. Findings from golf courses in Florida suggest that the use of these worms alone can significantly reduce the incidences of serious mole cricket infestations.

4. CHEMICALS

In spite of every effort to adhere to BMP's, each category of pests may have to be controlled by chemicals at one time or another. The rationale in the use of chemical controls is to apply minimal amounts, as necessary, to prevent the type of large-scale infestations that can only be eradicated through massive chemical treatment. In this regard, the general guidelines for pesticide usage have been summarized below:

The only pesticides used will be those having a half-life of 70 days, or less. Also, considerations will be given to their N-octanol/water partition coefficients, lethal dose coefficients, and their solubility properties. As noted above, current soil analyses will be used to determine soil-pesticide interaction ratings as issued by both the USDA and the Institute for Food and Agricultural Sciences (IFAS) at the University of Florida. In each fiscal year, listings of chemicals and application rates and schedules will be prepared and submitted to regulatory agencies upon request.

In the case of each pest, threshold tolerance levels will be recorded and updated. Naturally, this number will vary on the type of infestation, turf condition, and course location. For example, healthy turf is more likely than poor turf to withstand a moderate infestation by the white grub. Similarly, more pest damage can be accepted in fairways than on tees and greens.

The timing of pesticide applications is a critical factor in reducing the overall need for chemical use. Even though our objective will be to maintain effective control by the use of spot-treatments and good course conditioning, there will be times when the broad application of a particular pesticide is required. One such occasion, for example, might be in early summer, when dosing the entire course for mole cricket larvae could alleviate the need for frequent and stronger applications throughout the warm-weather season. Through this type of understanding, the principal goal of the chemical program is to maximize pest control while minimizing the use of toxic substances.

Qualified supervision and conscientious oversight are keys to the success of our chemical usage program. Therefore, a care will be taken when filling the position of superintendent for the golf course and grounds. This person must be well schooled in horticulture and turf sciences, and must be state licensed to handle and distribute the pesticides. Experience will be another very important consideration in this choice. The particulars concerning pesticide storage and anticipated use are described in the attached exhibit.

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5. RECORDS

Record keeping is ultimately the most important and a valuable component of our IPM Program. In this way, daily log entries will provide a long-term database regarding chemical development, and justification of effective pest control methodologies. Furthermore, this database will provide essential information for accounting and inventory control, water quality monitoring tasks, and for reviews by local, state and federal regulatory agencies.

6. UPGRADING

In the recent past, turf management, horticulture, and integrated pest management have become academic disciplines based upon a growing foundation of scientific inquiry. In the construction of the golf course, we intend at the outset, to benefit from all applicable information that is now available in these areas. Thereafter, over the long term, every effort will be made to continuously upgrade our own experience and implementations, and through our respective professional affiliations.

7. RECORD KEEPING

Record keeping is the ingredient tying the IPM Plan together and maximizing its efficiency. There are two aspects to record keeping:

- ◆ History of pest problems, including when and where, probable cause, treatment tried, results, and any other factor (such as weather) which may be relevant.
- ◆ Daily record of pesticides/fertilizers applied, including concentrations, methods of application, operator, reason (cyclical, preventative, problem area, etc.) weather conditions, and total quantities applied.

The forms used to record the information can be tailored to the golf course superintendent's preference; however, it should be remembered that they will be important for a number of different applications, including:

- ◆ The superintendent will use them for problem solving, scheduling and purchasing and inventory control.
- ◆ The internal and external accountants will use them for financial statement preparation and inventory control.
- ◆ The external auditor responsible for monitoring water quality will use them for determining testing parameters and analyzing test results.

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- ◆ Local, state and federal officials will use them to monitor adherence to overall governmental standards as well as compliance with specific development orders, or other permitting requirements.

8. STORAGE

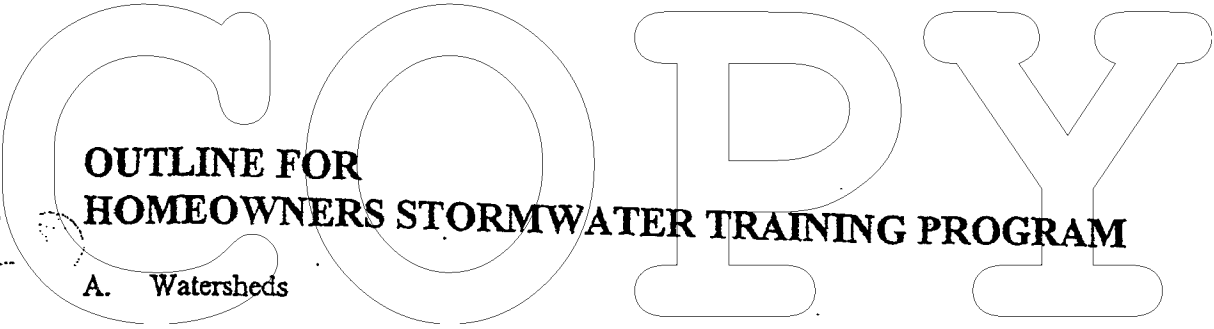
- ◆ All chemicals will be stored separate from any fertilizer or fuels.
- ◆ The storage building will be self-contained to prevent contamination of the ground and ground water in the case of container failure.
- ◆ With the increasing number of golf courses, this area is experiencing many more suppliers. Therefore, it is not necessary to stock large quantities of chemicals. It is anticipated this building will be in the range of 100-150 square feet and the products will be used or returned to the supplier by the end of each season.

EXHIBIT F

OUTLINE FOR HOMEOWNERS STORMWATER TRAINING PROGRAM

COPY

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**OUTLINE FOR
HOMEOWNERS STORMWATER TRAINING PROGRAM**

A. Watersheds

1. What is a watershed?
2. How does your neighborhood fit into a watershed?
3. Water quality problems associated with stormwater runoff
4. The importance of estuaries

B. Stormwater Systems

1. Purpose of Stormwater Ponds
 - a. Flood Control
 - b. Pollution Control
2. Types of Stormwater Ponds
3. Wet Detention Ponds

C. Stormwater Pond Maintenance

1. Clearing Inflow/Outflow Structures
2. Maintaining Eroded area and Reducing Sediment Accumulation
3. Removal of Litter, Pet Droppings and Yard Waste from Yards and Ponds

D. Vegetation

1. Desirable Vegetation and Aquascaping
 - a. Nutrient Up-Take
 - b. Filtration of Sediments
 - c. Ornamental/Aesthetic Value
2. Undesirable Vegetation
 - a. Produces Detritus
 - b. Uses Oxygen
 - c. Results in Alga Blooms
 - d. Prevent Water Flow
 - e. Provides Habitat for Mosquitoes
 - f. Crowds Out Desirable Vegetation
3. Removal of Nuisance Vegetation