

PRISM ARCHITECTURE

Date: September 22 , 2025

Re: Melaleuca Gardens, 508-512 Melaleuca Drive, Margate, FL 33063
PCN#: 4841 36 02 0160 , 4841 36 02 0170 and 4841 36 02 0190
Legal description: LOTS 3 THRU 7, BLOCK 2, "HAMMON HEIGHTS SECTION 2", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 47,488 SQUARE FEET (1.090 ACRES), MORE OR LESS.

To: City of Margate, Florida
Development Review Committee
901 NW 66th Avenue
Margate, Florida 33063

To whom it may concern,

This letter shall serve as a statement of the project description of the application requirements for the concurrency determination of a new a 15-unit multifamily development project located at 508-512 Melaleuca Drive, Margate, FL 33063

The applicant, Mr. Adelino Pereira whose address is Po Box 274 Hillside, NJ 07205 is applying for concurrency approval of the Projects which will consist of 3 buildings and all site development work. There will be no phasing for this Project.

The project site is 1.09 acres (47,488 s.f.) in size and is zoned for multifamily. The zoning designation is R-3 Multifamily Dwelling

Per the correspondence with solid waste, there is ample capacity as follow:

"As the City of Margate's solid waste processor Win-waste Innovations has ample capacity to handle and process the additional municipal solid waste anticipated to be generated by your proposed development project. This additional solid waste will have no adverse impact on or facility"

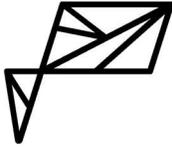
Additionally, the 3 enclosed containers are sufficient to handle all occupants' garbage, trash, recyclable and bulk. Solid waste acknowledges that our number of enclosures is sufficient.

Best Regards,

James G Centanni, Jr.

AR#0015973

Prism Architecture, LLC



PRISM ARCHITECTURE

Date: September 22 , 2025
Re: Civil concurrency statement – Melaleuca Gardens
To: City of Margate

The proposed development for this residential project is located at 508-512 Melaleuca Gardens in Margate, FL on Folio # 4841 36 02 0160 , 4841 36 02 0170 and 4841 36 02 0190
The project proposes to construct 15 townhomes with associated parking lot, driveway connection to Melaleuca Drive, stormwater management facility, and utility service connections. The following is a Comprehensive Plan Consistency Analysis for this development in accordance with the City Margate Site Plan requirements.

The Level of Service (Sec, 31-48) language is provided and followed with the consistency statement in bold.

- A. Potable water. New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for potable water as established in the potable water sub element of the City of Margate Comprehensive Plan. The level of service standards for the city's potable water facilities is three hundred thirty-five (335) gallons per day (gpd) per equivalent residential connection (ERC) for capacity and three thousand (3,000) gallons per minute (gpm) with a residual pressure of twenty (20) pounds per square inch (psi) for storage and distribution.

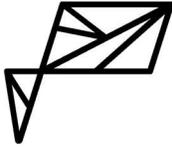
The proposed development will connect to the City's centralized potable water systems. The estimated water demand for this project is 5,025 gpd

- B. Wastewater. New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for wastewater treatment as established in the sanitary sewer sub element of the City of Margate Comprehensive Plan. The level of service standard for the city's sanitary facilities is three hundred thirty-five (335) gallons per day (gpd) per equivalent residential connection (ERC)

The proposed development will connect to the City's centralized potable wastewater systems. The estimated water demand for this project is 5,025 gpd

- C. Transportation. New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for transportation systems as established in the Traffic Circulation Element of the City of Margate Comprehensive Plan.

Refer to statement provided Technologies, Inc.



D. Drainage. New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for the drainage system as established in the drainage sub element of the City of Margate Comprehensive Plan.

- a. Road Protection: Protection from the 10 Year Storm event is provided thru the storm drainage system.
- b. Buildings: Buildings are protected against the 100 Year Storm event.
- c. Offsite Discharge: The proposed stormwater system provides full retention of all storm events with no offsite discharge.
- d. Storm Sewers: All proposed storm sewer pipes are used for volume retention.
- e. Floodplain: Post development routing elevations do not exceed the pre-development values for the 10 Year, 25-Year, or 100-Year flood analysis.
- f. Antecedent Water Level: Average wet season water level per Broward County is 4.50 NAVD88. This value is used for the routing analysis.
- g. On-site Storage: Full retention system is proposed. No discharge
- h. Best Management Practices: BMPs are used to prevent off-site discharge during construction and protect proposed inlet.

E. Solid waste. New development shall not be approved unless there is sufficient available design capacity to sustain the following levels of service for solid waste as established in the solid waste sub element of the City of Margate Comprehensive Plan

The proposed Solid Waste generated by this development is an estimated 133.5 lbs/day or 24 tons/year.

James G Centanni, Jr.

AR#0015973

Prism Architecture, LLC



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

July 15, 2025

512 Melaleuca LLC
Attention: Adelino Pereira
P.O. Box 274
Hillside, NJ 07205
(908) 578-9848
POMBALBUILDERS@GMAIL.COM

**RE: Alley Impact Statement for Melaleuca Gardens Townhouses, Margate, FL
Margate Project 24:00400040, KCI Project No. 322401951.00**

Dear Mr. Pereira;

The objective of this Alley Impact Statement is to address comments from City of Margate representatives regarding the proposed construction of Melaleuca Gardens consisting of 15 residential townhouses in the City of Margate, Florida. The proposed project site is located at 508-512 NW 61st Avenue/Melaleuca Drive (see **Figure 1**). The specific comment provided by Public Works on August 8, 2024, refers to the concern of access to/from the alley bordering the east side of the subject project and potential impact by project traffic.

The existing 47,495 square feet proposed project site is vacant. Access to the site will consist of a two-way driveway off NW 61st Avenue/Melaleuca Drive (on the west side of the project site) and a one-way outbound driveway connecting with the existing alley along the east side of the project site. A site plan is provided in **Figure 2**.

The existing alley is a paved facility extending northbound from Atlantic Boulevard in the south to NW 8th Street/Claire Street. This alley provides supplemental access for various trash services, delivery vehicles, and parking for a number of businesses along SR-7.

A Trip Generation Impact Statement was previously prepared for this project in April 2024. A summary of the trip generation analysis follows as such:

Weekday Trips

The anticipated total weekday trips for the proposed Melaleuca Gardens project are 108 trips (54 trips inbound and 54 trips outbound).



Figure 1: Location of Proposed Melaleuca Gardens Townhouses



AM Peak Hour Trips

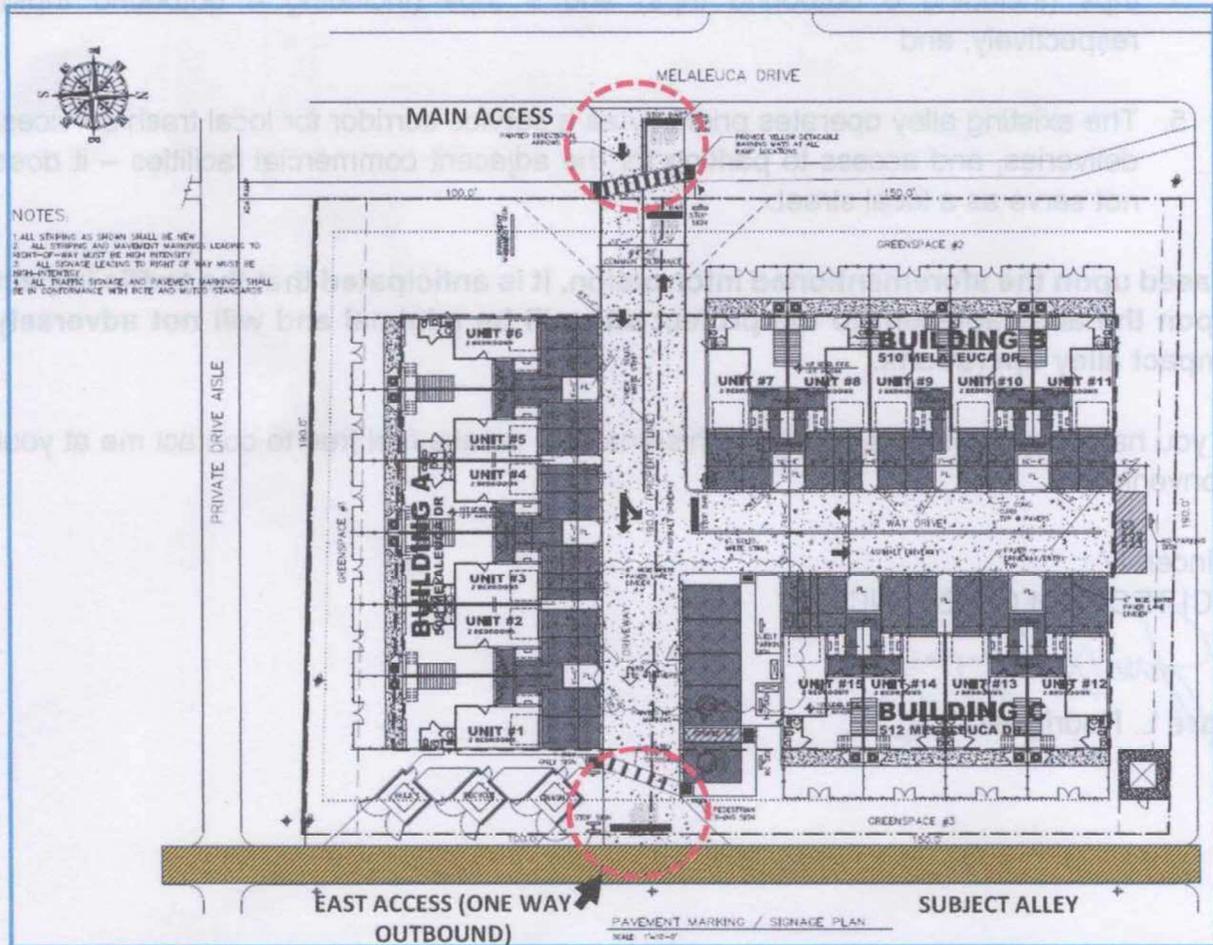
The anticipated total AM peak hour trips for the proposed Melaleuca Gardens project are 8 trips (2 inbound trips and 6 outbound trips).

PM Peak Hour Trips

The anticipated total PM peak hour trips for the proposed Melaleuca Gardens project are 9 trips (5 inbound trips and 4 outbound trips).

Based upon Section 37-35(2)c. of the City of Margate's Code of Ordinance, which states that a trip generation statement is sufficient for projects generating less than daily 500 trips and, since the daily trip generation for the proposed project is 108 trips, it was concluded that proposed project did not require a traffic impact analysis (TIA) and that a Trip Generation Statement is sufficient.

Figure 2: Site Plan



Regarding the alley impact, the following observations are noted:

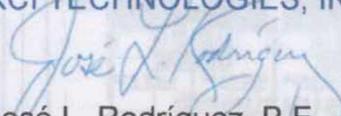
1. The project site includes a one-way, eastbound driveway connection to the alley. No westbound entry to site off alley is permitted, enhanced with DO NO ENTER signs;
2. The primary two-way access driveway is situated on the west side of the site, with a direct connection to NW 61st Avenue/Melaleuca Drive, a local city street. The latter connects directly to Atlantic Boulevard to the south and a number of local streets connecting to SR-7 to the east;
3. The anticipated total weekday trips for the proposed Melaleuca Gardens project are 108 trips (54 trips inbound and 54 trips outbound);

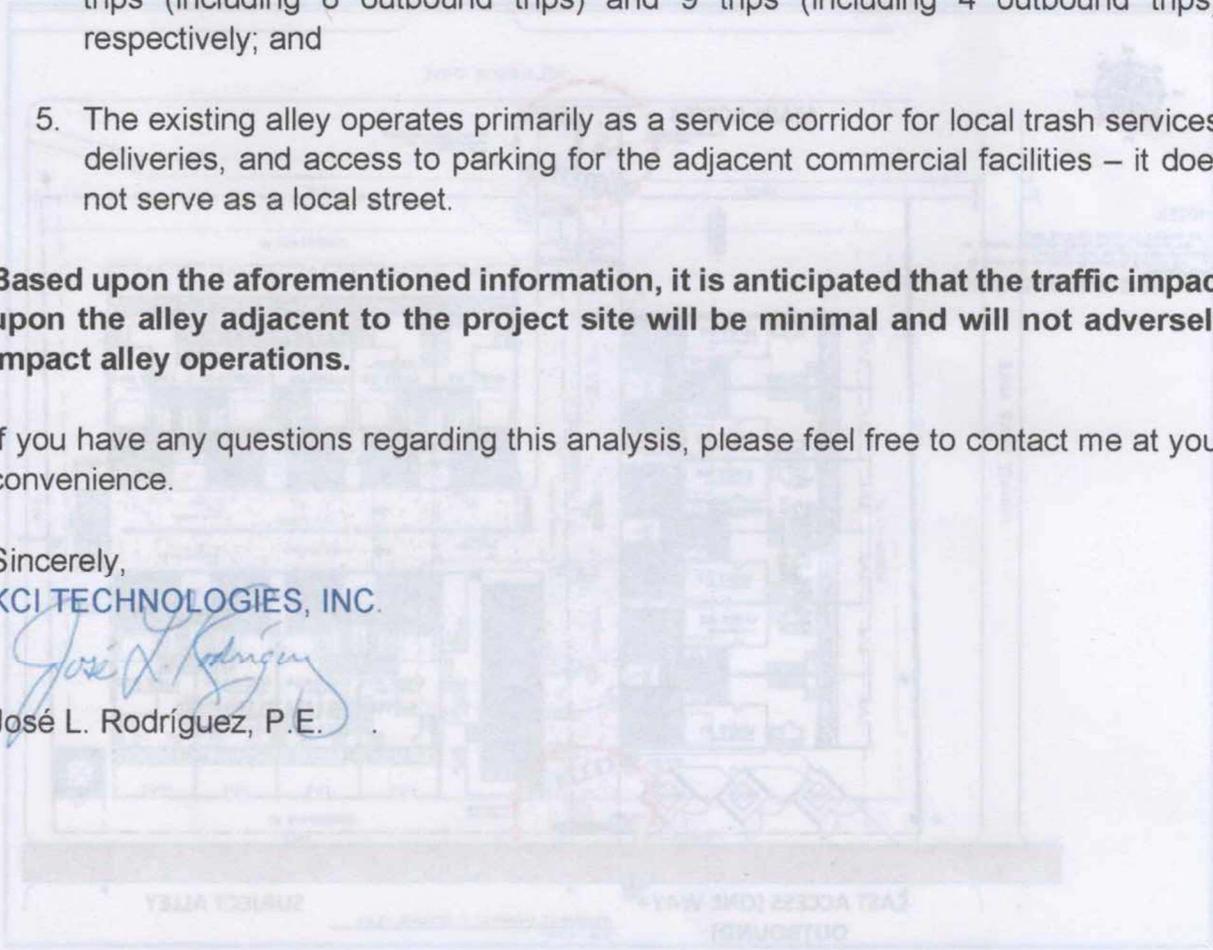
4. The anticipated total AM and PM peak hour trips for the proposed project are 8 trips (including 8 outbound trips) and 9 trips (including 4 outbound trips), respectively; and
5. The existing alley operates primarily as a service corridor for local trash services, deliveries, and access to parking for the adjacent commercial facilities – it does not serve as a local street.

Based upon the aforementioned information, it is anticipated that the traffic impact upon the alley adjacent to the project site will be minimal and will not adversely impact alley operations.

If you have any questions regarding this analysis, please feel free to contact me at your convenience.

Sincerely,
KCI TECHNOLOGIES, INC.


José L. Rodríguez, P.E.



Regarding the alley impact, the following observations are noted:

1. The project site includes a one-way eastbound driveway connection to the alley. No westbound entry to the alley is permitted, enhanced with DO NOT ENTER signs.
2. The primary two-way access driveway is situated on the west side of the site, with a direct connection to NW 51st Avenue/Melaleuca Drive, a local city street. The latter connects directly to Atlantic Boulevard to the south and a number of local streets connecting to SR-7 to the east.
3. The anticipated total weekday trips for the proposed Melaleuca Gardens project are 108 trips (54 trips inbound and 54 trips outbound).

**Alley Impact Statement for Melaleuca Gardens Townhouses, Margate, FL
Margate Project 24:00400040, KCI Project No. 322401951.00**

Engineer's Certification: I, José Luis Rodríguez, certify that I currently hold an active Professional Engineer's License in the State of Florida, and I am competent through educational experience to provide engineering services in the civil and engineering disciplines contained in this report. I further certify that this report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions, and recommendations made herein are true and correct to my knowledge and ability.

Jose Luis Rodriguez, P. E.



Professional Engineer, State of Florida License No. 45596

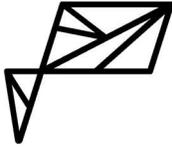
KCI PROFESSIONAL ENGINEERS INC.

1425 West Cypress Creek Road, Suite 101

Fort Lauderdale, Florida, 33309

Jose.rodriguez@kci.com

o: 954.776.1616 | m: 954.839.6718 |



PRISM ARCHITECTURE

Date: September 22 , 2025

Re: Melaleuca Gardens, 508-512 Melaleuca Drive, Margate, FL 33063
PCN#: 4841 36 02 0160 , 4841 36 02 0170 and 4841 36 02 0190
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To: City of Margate, Florida
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Per the correspondence with solid waste, there is ample capacity as follow:

"As the City of Margate's solid waste processor Win-waste Innovations has ample capacity to handle and process the additional municipal solid waste anticipated to be generated by your proposed development project. This additional solid waste will have no adverse impact on or facility"

Additionally, the 3 enclosed containers are sufficient to handle all occupants' garbage, trash, recyclable and bulk. Solid waste acknowledges that our number of enclosures is sufficient.

Best Regards,

James G Centanni, Jr.

AR#0015973

Prism Architecture, LLC

From: [Robert Hely](#)
To: [Michael Garrison](#)
Cc: [Baker, Daniel](#); [Stanley, Joanne](#); jamescentanni@gmail.com; [Andrew Pinney](#)
Subject: Re: Melaleuca Gardens Dumpster enclosure
Date: Tuesday, October 15, 2024 4:08:57 PM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.png](#)

Caution: External (rhely@win-waste.com)

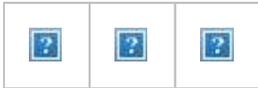
First-Time Sender [Details](#)

[Report This Email](#) [FAQ](#) [GoDaddy Advanced Email Security](#). Powered by INKY

As the City of Margate's solid waste processor Win-waste Innovations has ample capacity to handle and process the additional municipal solid waste anticipated to be generated by your proposed development project. This additional solid waste will have no adverse impact on or facility. Our waste to energy facility is located at [4400 south State Road 7 Ft Lauderdale, Florida 33314](#)

Bob Hely, Market Manager

Tel [\(954\) 581-6606](tel:954-581-6606) | Cell [954 980-6998](tel:954-980-6998)
[4400 South State Road 7 Fort Lauderdale, Florida 33314](#)
Email : RHely@Win-Waste.com



On Oct 14, 2024, at 10:39 AM, Michael Garrison <michael@prismarch.com> wrote:

You don't often get email from michael@prismarch.com. [Learn why this is important](#)

EXTERNAL Email: Only open links or attachments from TRUSTED sources.

Hi good morning,

Hope all is well. I just wanted to follow up with someone on the required letter for the dumpster enclosure so that we can continue with the DRC approval if someone can please help. The needed information is highlighted below in a previous email.

Thank you

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

If you're a contractor and would like to view projects in the plan room, please register on our sister network for free @ www.PrismBid.com

From: Michael Garrison
Sent: Monday, September 30, 2024 1:07 PM
To: rhely@win-waste.com
Cc: Baker, Daniel <DBaker4@republicservices.com>; jstanley@republicservices.com; jamescentanni@gmail.com
Subject: Melaleuca Gardens Dumpster enclosure
Importance: High

Dear Mr. Bob Hely or associates,

We are the architect of record for the attached project and undergoing the DRC review process with the city of Margate. In order to get this project approved, we have been asked to provide the following 2 items based on the attached design. Can you please provide us a letter stating the current configuration that the number of dumpsters as shown are sufficient capacity for 15 residential (2 bedroom) units?

Most of the neighboring properties also have their enclosures designed at a angle off of the alley and the city seems ok with the design

1. Solid Waste - provide letter indicating adequate landfill capacity.
2. Solid waste - Provide a statement describing the proposed methodology for solid waste disposal and collection in general for the development. Solid waste disposal includes garbage, trash, recyclable and bulk.

Please let us know if there are any questions or would like to arrange for a meeting. I have include some of our previous communications below in this email

Thank you in advance

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

From: Baker, Daniel <DBaker4@republicservices.com>
Sent: Wednesday, September 14, 2022 3:32 PM
To: Michael Garrison <michael@prismarch.com>; Stanley, Joanne <JStanley@republicservices.com>
Subject: RE: Melaleuca Gardens Dumpster enclosure

I apologize, I missed your responses to my initial questions.

In order:

1. The bulk is generally just placed in the enclosure, think TV boxes, moving materials, furniture, mattresses, etc. They won't fit in a container.
2. I agree, it will be tight, however we can fit. There will be some maneuvering/repositioning of the truck to get the can, service it and back out/turn and move on. This will block the alley for a short time.
3. Please leave the enclosures where they are, turning them would actually create a worse approach angle and moving them down won't benefit the truck.

Daniel Baker
Operations Manager

445A Republic Drive
St Augustine, FL 32095
e dbaker4@republicservices.com
o 904-342-4460
c 904-838-0941
w RepublicServices.com

<image001.jpg>

From: Michael Garrison <michael@prismarch.com>
Sent: Wednesday, September 14, 2022 2:10 PM
To: Stanley, Joanne <JStanley@republicservices.com>

Cc: Baker, Daniel <DBaker4@republicservices.com>
Subject: RE: Melaleuca Gardens Dumpster enclosure

From: Baker, Daniel <DBaker4@republicservices.com>
Sent: Tuesday, April 12, 2022 2:50 PM
To: Stanley, Joanne <JStanley@republicservices.com>
Subject: RE: Melaleuca Gardens Dumpster enclosure

Good afternoon,

How are you? I hope all is well.
I had a discussion with Darrin H last Friday.

From the site plan drawing down at the bottom.

A few things that don't look right:

1 Do we know how wide the alley is? We have to account for the truck being able to turn left from Private Drive Aisle. **RESPONSE: INDICATED DIMENSION ON ATTACHED PLAN**

Since the first enclosure is listed as bulk, the REL will have to turn against traffic then back facing oncoming traffic into the enclosure to get the bulk. The width of the alley looks like only 1 lane which means we'll be blocking it and if cars approach while the FEL truck is on site, it increases risk for a backing crash while we are there. (it looks like a one way in the picture) **RESPONSE: CAN THE BULK ENCLOSURE CONTAINER BE ON WHEELS AND NOT POSE THIS PROBLEM?**

2 On the opposite side from the enclosures there is a box drawn that shows 40'x12.5' truck and actually shows the square representing the truck crossing onto other property. We are not supposed to even have the body of the truck cross the line. Also, the tires will most likely roll onto the property as they are turning. – **RESPONSE: WHICH BOX ARE YOU REFERING TOO. IT IS INDEED TIGHT BUT SEAMS LIKE THE ANGULAR ORIENTATION OF THE ENCLOSURES WOULD BE EASIER FOR THE APPROACH. DO YOU AGREE OR THINK OF ANY OTHER SUGGESTIONS? THERE IS NO OTHER SPACE FOR THESE ENCLOSURES.**

There also is a note behind the box marked "power pole to remain" this may be too close. We always request 2 truck lengths to have enough room to pull in, get the can, back out to dump it, return it and be able to maneuver to the next one. Our trucks are between 33 and 36' long so we look for at least 70'. Since the alley appears narrow, more room is better. **RESPONSE: THERE SEAMS TO BE MORE SPACE WHERE THE ENCLOSURES ARE LOCATED NOW BUT WE COULD ROTATE THEM 45 DEGREES AND PUT THEM MORE CENTER OF THE LOT. PLEASE ADVISE**

From Enclosure Plan tab:

It says the area is 6'x6'. That leaves room for 1 8yd can each for trash and recycle. How many units and has anyone asked about service frequency?

Also, the bulk area is the same size but the enclosure itself look larger. 6'x6' for bulk

isn't very large and will fill up quickly (think mattresses, boxes and furniture). Also question

The frequency of that as well. **RESPONSE: WE COULD ENCLOSURE THERE THE ENTRANCES ARE TO THE ENCLOSURES GIVING MORE ROOM FOR MATTRESSES OR WHATEVER. THEIR WILL BE 15 UNITS AND WE DON'T KNOW HOW OFTEN PICKUP IS.**

One last, what is on the other side of the alley? If it's residential in any way, will that affect what time we can service the cans - noise complaints, ordinances, etc.

RESPONSE: IT CURRENTLY BACKS UP TO COMMERCIAL SPACE. HERE'S A MAP

<image002.png>

Please call if I can explain anything further.

Daniel Baker
Operations Manager

445A Republic Drive
St Augustine, FL 32095
e dbaker4@republicservices.com
o 904-342-4460
c 904-838-0941
w RepublicServices.com

<image001.jpg>

From: Stanley, Joanne <JStanley@republicservices.com>

Sent: Tuesday, April 12, 2022 12:01 PM

To: Baker, Daniel <DBaker4@republicservices.com>

Subject: FW: Melaleuca Gardens Dumpster enclosure

Good morning,
Can you help me with this?

Joanne Stanley
Manager, Municipal Sales

751 NW 321st Avenue
Lauderhill, FL 33311
e jstanley@republicservices.com
o 954-626-2160
c 561-719-8638

w RepublicServices.com

<image001.jpg>

From: Michael Garrison <michael@prismarch.com>
Sent: Tuesday, April 12, 2022 10:23 AM
To: Stanley, Joanne <JStanley@republicservices.com>
Subject: FW: Melaleuca Gardens Dumpster enclosure

This Message Is From an External Sender

This message came from outside your organization.

Hi Ms. Stanley,

Mr. Pinney referred me to you as we are trying to obtain a letter regarding the approach for a project currently in DRC review. The drawing of the enclosure is attached on the new site plans and the comment below is highlighted. Can you please help? Also do you have any details of the dumpster we need to incorporate?

Thank you

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, 10th floor
Ft Lauderdale, FL 33394
AA#26002852
561-719-4224 / www.prismarch.com

If you are a homeowner or contractor, please register on our network for free @ www.prismbid.com

From: Andrew Pinney <apinney@margatefl.com>
Sent: Wednesday, April 6, 2022 8:39 AM
To: Michael Garrison <michael@prismarch.com>
Cc: Elizabeth Taschereau <ETaschereau@margatefl.com>; Christopher Gratz <cgratz@margatefl.com>; Robert Meehan <rmeehan@margatefl.com>
Subject: RE: Melaleuca Gardens Dumpster enclosure

Hi Mike,

Try reaching out to Joanne Stanley at jstanley@republicservices.com. If she is not the

person, then she should be able to put you into contact with the appropriate person.

Andrew Pinney, AICP

Senior Planner
City of Margate, Development Services Dept.
901 NW 66th Ave.
Margate, FL 33063
apinney@margatefl.com
954-884-3684

<image003.jpg>

From: Michael Garrison <michael@prismarch.com>

Sent: Thursday, March 24, 2022 5:17 PM

To: Andrew Pinney <apinney@margatefl.com>

Subject: Melaleuca Gardens Dumpster enclosure

External message: Use caution when opening attachments or following links

Hey Andrew,

How's it going? Good news we are getting closer to get this resubmitted and I'm just going back thru the comments.

I ran across this one on the dumpster and wanted to know if you had a contact I could reach out for said letter.

1. Please provide a letter from waste management indicating that the garbage truck can access the alley way and pick up the trash/recycle bins. Recommend canted dumpster enclosures, oriented so that opening faced one-way direction of travel on the alley, for easier access/service.

<image004.png>

This is the latest plan showing the enclosure on a angle

I might be reaching out to you on some other stuff shortly as well.

Thanks again and talk to you soon

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, 10th floor

Ft Lauderdale, FL 33394
AA#26002852
561-719-4224 / www.prismarch.com

If you are a homeowner or contractor, please register on our network for free @
www.prismbid.com

Please Note: The City of Margate is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. All e-mail messages sent and received are captured by our server and retained as public records.

<PAGE SP2 - 10.25.23.pdf>

<PAGE SP4 - 10.25.23.pdf>

CONFIDENTIALITY NOTICE: This message originates from WIN Waste Innovations. This message and any attachments are solely for the use of the intended recipient(s) and may contain privileged and/or confidential information or other information protected from disclosure. If you are not the intended recipient, you are hereby notified that you received this email in error and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you have received this email in error, please contact the sender and delete the message and any attachments from your system. [Privacy Policy](#)

Stormwater Management Report

for

Malaleuca Gardens

508-512 Melaleuca Dr
Margate, FL 33063

Prepared for
Prism Architecture LLC

Date: October 30, 2024



Marckley E. Etienne, PE
FL PE # 83266

marckley.eng@gmail.com

M Engineering Design
FL CA # 34705
207 Seminole Lakes Dr
Royal Palm Beach, FL 33411

772-924-4277

This document has been digitally signed and sealed by Marckley E Etienne, PE on 10/31/2024. Printed copies of this document are not considered signed and sealed and signature needs to be verified on all electronic copies.

Project Description

The project is located 508-512 Malaleuca Dr, in Margate FL / Folios # 484136020170 & 484136020190. The project proposes residential units with associated parking lot, stormwater management facility, and water & sewer infrastructure.

Pre-Development Drainage Narrative

The existing site consists of 1.09 acre parcel with an existing single family residence that is proposed to be removed. There is no existing stormwater system on site.

Post-Development Drainage Narrative

The projects proposes 15 townhomes in 3 buildings with associated drainage, and water & sewer infrastructure. Runoff from the site will be conveyed via shallow concentrated flow and collected by a pipe system. The proposed drainage plan consists of exfiltration trenches and retention swales in which water quality and water quantity will be provided.

Drainage Area Runoff Calculations

1. Post-Development	Sq Ft	Acres	%	
Buildings	11,067	0.2541	23.30%	11,688
Asphalt / Sidewalk / Hardscape	14,533	0.3336	30.60%	
Landscape / Grass	21,888	0.5025	46.09%	
TOTAL (weighted ave)	47,488	1.0902	100.00%	

2. Floor and Rainfall Criteria

5 Year - 1 Day	6.00	in
10 Year - 1 Day	7.00	in
25 Year - 3 day	11.50	in
100 Year - 3 Day	14.50	in

*SFWMD - Rainfall Maps

Broward County 100 Year Flood Elevation	12.50	NAVD88
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3. Compute Soil Storage

	3.20	NAVD 88 (4.2' NGVD)	Broward County
Control Elevation*	4.50	'NAVD 88 (6.0' NGVD)	*Broward County
Average Site Elevation	11.60	'NAVD 88	SHWT Map
Depth to water table	7.10	'NAVD 88	

Availabe Ground Storage at 25% compaction for Depressional Soils	5.10	ft
Pervious Area	0.50	AC
Soil Storage S	2.35	in

WQTV (Water Quality Treatment Volume) Required

1) Based on the first 1" of runoff over Total Site

Site Area	1.090 acres
Min. detention volume req.	1.090 ac-in
	0.091 ac-ft

2) Based on 2.5" times percent impervious

a) Site area (Total Site - (Building+Lake):	0.836 acres	
b) Impervious area (Site Area - pervious):	0.334 acres	
c) Percent Impervious:	0.399	
d) Inches to be treated(2.5"x % impervious):	0.998 in	
Req volume (inches to be treated x (total site - Lake)):	1.088 acre-in	
	0.091 acre-ft	<i>*controls</i>

6. WATER QUANTITY CRITERIA

Volume Provided in Exfiltration Trenches

$$L = \frac{FS[(\%WQ)(V_{wq}) + V_{add}]}{K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u}$$

Exfiltration Trench Calculations - 8' X 8'

$$L = V / (K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})W * D_u)$$

$$V = L * (K(H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})W * D_u)$$

Maximum Allowable Volume for Exfiltration Trench (Broward County Requirement) (3Yr-1Hour)

Vmax= 3.28"x Total Area
Vmax= 3.576 ac-in
0.298 ac-ft

As such, Vadd = Vmax-Vwq ac-in
 3.576-1.343 ac-in
 2.488 ac-in
Vadd= 0.2073518 ac-ft

Design Information:

FS = Factor of Safety	2
%WQ = Percent Reduction	50 %
Vwq = Water quality Treatment Vol	1.09 ac-in
Vadd = additional volume in 1hr	2.488 ac-in
W = Trench Width:	8 ft
K = Hydraulic Conductivity:	9.95E-05 cfs*sq ft-ft head
H2 = Depth to Water Table:	6.30 ft
Du = Non-Saturated Trench Depth:	6.30 ft
Ds = Saturated Trench Depth:	1.70 ft

L = 335.01 ft

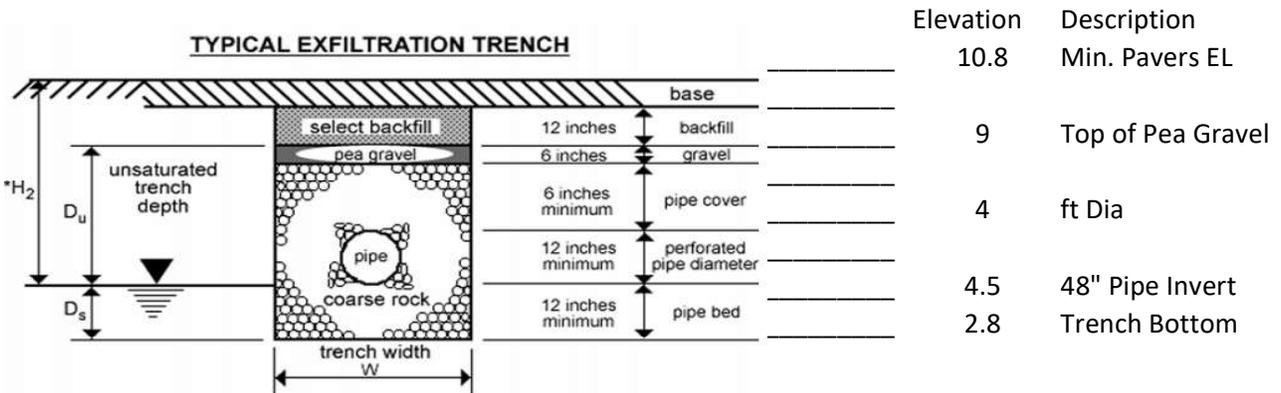
Length provided for add'tl storage= 517 - 320.9 ft
181.99 ft

Trench X-section area: 8'W x 6.3'H; 48" Diameter Pipe; Rock: 50% void.
18.92 SF

Provided rock storage in Exfiltration Trenches @ 50% 3442.66 CF
0.079 ac-ft

Additional pipe volume (100% of volume-440LF of 48") 7701.811 CF
0.177 ac-ft

Provided Storage in Exfiltration Trenches = 0.554 ac-ft



Pre-Development Storage Analysis

Description	Acreage ac	Low EL ft NAVD	High EL. ft NAVD
Building	0.060	12.32	12.99
Driveway	0.108	10.37	12.03
Pervious/Landscape	0.923	10.40	12.20

Stage Storage **S = 4.3 in**

Stage	Site Storage	Total Storage
'NAVD	ac-ft	ac-ft
10.37	0.00	0.00
10.50	0.00	0.00
11.00	0.01	0.11
11.50	0.15	0.35
12.00	0.42	0.74
12.35	0.80	1.09

Storm Event	Max Stage ('NAVD 88)
100Y-072H	12.20

Post-Development Storage Analysis

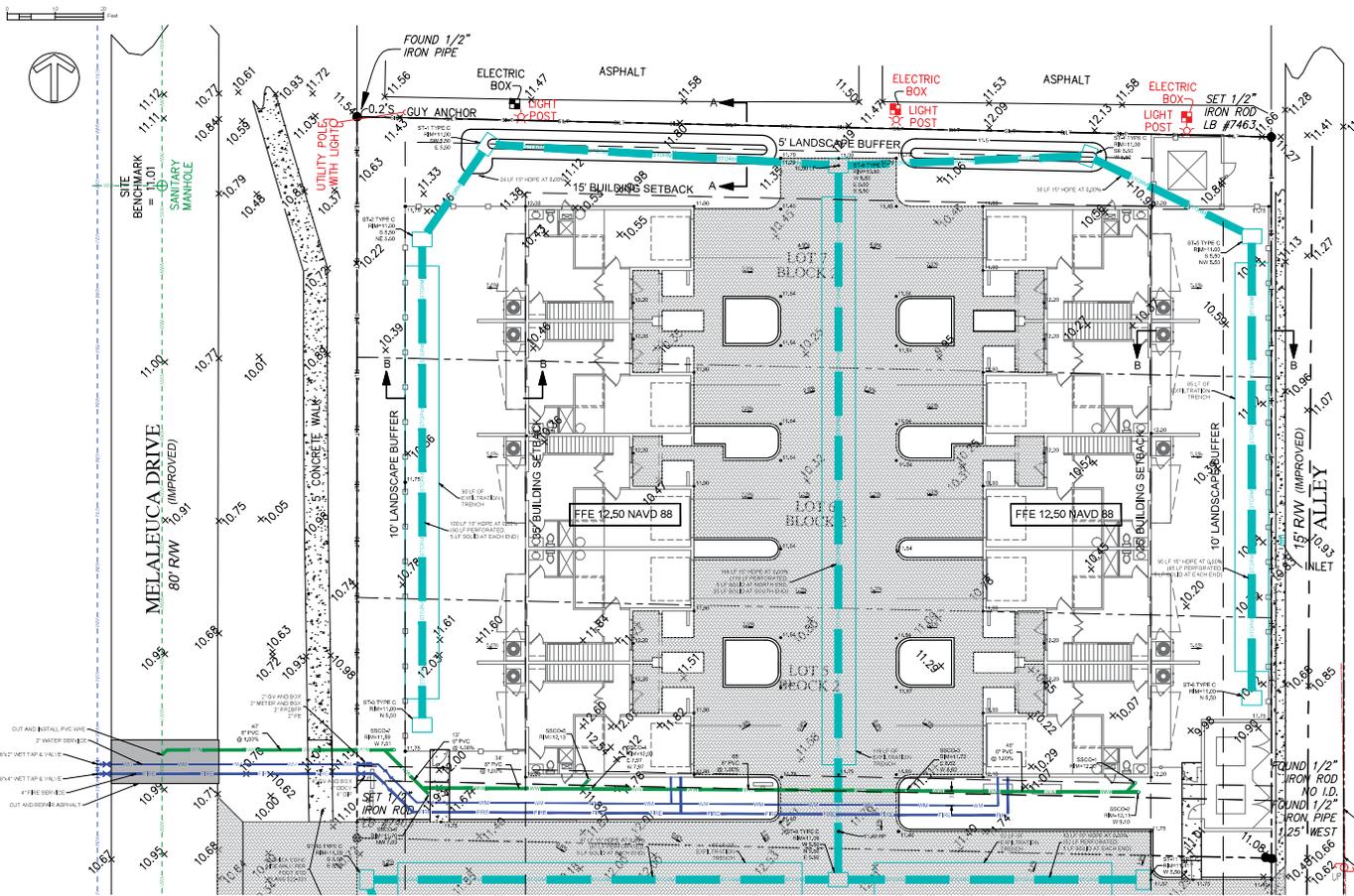
Description	Acreage ac	Low EL ft NAVD	High EL. ft NAVD
Building	0.254	12.50	12.50
Pavers	0.334	10.80	12.40
N. Retention Area	0.009	11.00	-
N. Retention Area Banks	0.013	11.00	11.50
Pervious/Landscape	0.480	10.80	12.20

Stage Storage

Stage	Exfiltration Storage	Site Storage	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft
4.50	0.00	0.00	0.00
10.50	0.55	0.00	0.55
11.00	0.55	0.01	0.56
11.50	0.55	0.15	0.70
12.00	0.55	0.45	1.00
12.50	0.55	0.84	1.39

Storm Event Stage Elevations

Storm Event	Max Stage ('NAVD 88)	Notes
SFWMD 005Y-024H	8.34	Lowest Inlet EL. Min Invert EL = 10.8
SFWMD 010Y-024H	9.26	Min Crown Road EL Min crown EL 12.8
SFWMD 025-072H	11.71	Min. Perimeter Berm Elevation Perimeter Berm EL = 11.75
SFWMD 100Y-072H	12.11	Min. FFE EL Min FFE = 12.5 Pre EL 12.20 > Post El 12.11

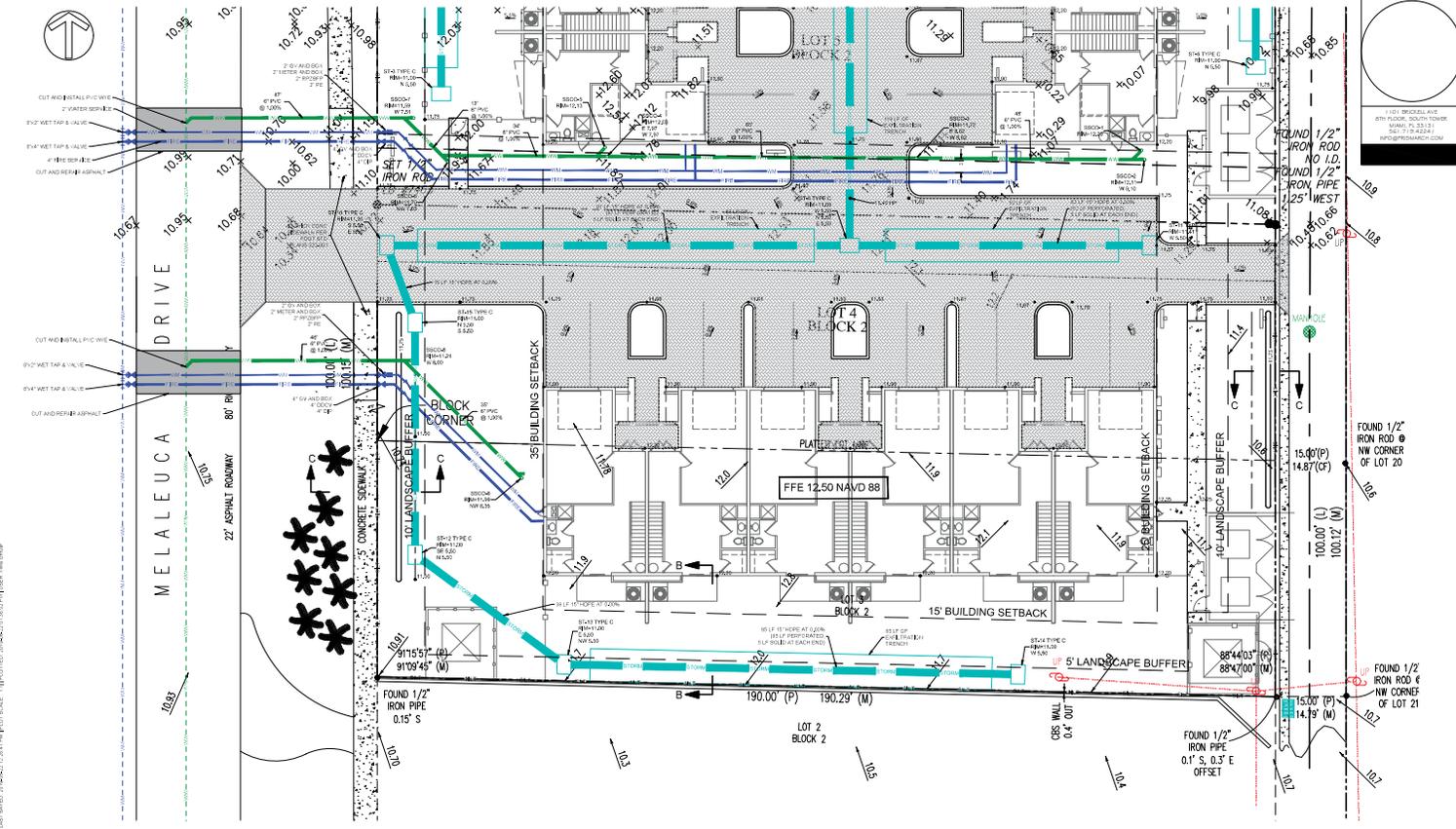
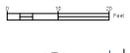


PROJECTED BY
FRISM ARCHITECTURE LLC
 101 BRIDGEVILLE
 6TH FLOOR, SOUTH TOWER
 NASHVILLE, TN 37203
 TEL: 615-424-7100
 INFO@FRISMARCH.COM

REGISTERED PROFESSIONAL ENGINEER
 No. 62294
 STATE OF TENNESSEE
Emuer ENGINEERING
 1000 W. BROAD ST., SUITE 200
 NASHVILLE, TN 37203
 TEL: 615-259-1100
 INFO@EMUERENGINEERING.COM

SHEET: MALALEUCA GARDENS
 DATE: 10/20/2023
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO.: 23-001

MALALEUCA GARDENS
 PAVING, GRADING, & DRAINAGE PLAN
C-200



DESIGNED BY
FRISM ARCHITECTURE LLC
 1011 BRIDGEVILLE
 8TH FLOOR, SUITE 1000E
 KANSAS CITY, MO 64113
 TEL: 781-422-4171
 INFO@FRISMARCHITECTURE.COM

PROJECT NO. 2019-001
 SHEET NO. C-201
 DATE: 08/20/2019

PROFESSIONAL SEAL
 ENGINEER
 STATE OF MISSOURI
 No. 62394

Emuer ENGINEERING
 10000 L. 14.87 (P)
 10000 L. 14.87 (P)

PROFESSIONAL SEAL
 ENGINEER
 STATE OF MISSOURI
 No. 62394

PROJECT: MALALEUCA GARDENS
 SHEET: PAVING, GRADING, & DRAINAGE PLAN
 DATE: 08/20/2019

MALALEUCA GARDENS
 PAVING, GRADING, & DRAINAGE PLAN
 C-201

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF FRISM ARCHITECTURE LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.

SOILS MAP

364841

NW 61ST AVE

MELALEUCA DR



(2 of 2) ◀ □ ✕

Soils: HALLANDALE-MARGATE-BOCA (FL219)

MUSYM s1599
MUKEY 658936
MUNAME HALLANDALE-MARGATE-BOCA (FL219)
SOILCLASS Depressional

[Zoom to](#) ...

Seasonal High Ground Water Table Map

Site



Groundwater Elevation (ft NAVD 1988)

The higher of 4.5 feet NAVD 88 or local control elevation (as defined by governing drainage district)

🔍 Zoom to

Northwest 61st Avenue

State Road 7

State Road 7

US 441

CR 814

West Atlantic Boulevard

West Atlantic Boulevard

State Road 7

Project Name: 508-512 Malaleuca Drive
 Reviewer: Marckley Etienne, PE
 Project Number: 19-0027
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.2 hr, Iterations: 10

Basin 1: Onsite

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 5 year
 1 Day Rainfall: 6 inches
 Area: 1.09 acres
 Ground Storage: 2.35 inches
 Time of Concentration: 0.167 hours
 Initial Stage: 4.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
4.50	0.00
10.50	0.55
11.00	0.56
11.50	0.70
12.00	1.00
12.50	1.39

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	4.50
72.00	4.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Onsite	8.34	25.80	4.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Onsite	0.35	0.00	0.00	0.00	0.35	0.00

Project Name: 508-512 Malaleuca Drive
 Reviewer: Marckley Etienne, PE
 Project Number: 19-0027
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.2 hr, Iterations: 10

Basin 1: Onsite

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 24 hr
 Design Frequency: 10 year
 1 Day Rainfall: 7 inches
 Area: 1.09 acres
 Ground Storage: 2.35 inches
 Time of Concentration: 0.167 hours
 Initial Stage: 4.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
4.50	0.00
10.50	0.55
11.00	0.56
11.50	0.70
12.00	1.00
12.50	1.39

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	4.50
72.00	4.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Onsite	9.26	25.80	4.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Onsite	0.44	0.00	0.00	0.00	0.44	0.00

Project Name: 508-512 Malaleuca Drive
 Reviewer: Marckley Etienne, PE
 Project Number: 19-0027
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.2 hr, Iterations: 10

Basin 1: Onsite

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 25 year
 3 Day Rainfall: 11.5 inches
 Area: 1.09 acres
 Ground Storage: 2.35 inches
 Time of Concentration: 0.167 hours
 Initial Stage: 4.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
4.50	0.00
10.50	0.55
11.00	0.56
11.50	0.70
12.00	1.00
12.50	1.39

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	4.50
72.00	4.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Onsite	11.71	72.00	4.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Onsite	0.82	0.00	0.00	0.00	0.82	0.00

Project Name: Malaleuca Gardens
 Reviewer: Marckley Etienne, PE
 Project Number: 19-0027
 Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr
 Time Step: 0.2 hr, Iterations: 10

Basin 1: Onsite

Method: Santa Barbara Unit Hydrograph
 Rainfall Distribution: SFWMD - 3day
 Design Frequency: 100 year
 3 Day Rainfall: 14.5 inches
 Area: 1.09 acres
 Ground Storage: 4.3 inches
 Time of Concentration: 0.167 hours
 Initial Stage: 10.37 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
10.37	0.00
10.50	0.00
11.00	0.11
11.50	0.35
12.00	0.74
12.35	1.09

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	4.50
72.00	4.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Onsite	12.20	72.00	10.37	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Onsite	0.94	0.00	0.00	0.00	0.94	0.00

Project Name: 508-512 Malaleuca Drive

Reviewer: Marckley Etienne, PE

Project Number: 19-0027

Period Begin: Jan 01, 2000;0000 hr End: Jan 04, 2000;0000 hr Duration: 72 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Onsite

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 14.5 inches

Area: 1.09 acres

Ground Storage: 2.35 inches

Time of Concentration: 0.167 hours

Initial Stage: 4.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
4.50	0.00
10.50	0.55
11.00	0.56
11.50	0.70
12.00	1.00
12.50	1.39

Offsite Receiving Body: Offsitel

Time (hr)	Stage (ft NGVD)
0.00	4.50
72.00	4.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Onsite	12.11	72.00	4.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
Onsite	1.09	0.00	0.00	0.00	1.09	0.00

23-0022 Malaleuca Gardens

Fire Flow Calculations

NFPA 1 - FIRE CODE (2012 EDITION)								
Building	Fire Flow Area (Sq-Ft)	No. of Floors	One- or Two-Family Dwelling?	Minimum Required Fire Flow (GPM)	Sprinkled	Fire Flow Reduction (NFPA 18.4.5.2.1)	NFF (GPM)	Flow Duration (hours)
Townhome	4803 max	3	Yes	1,000	Yes	50%	1,000	1

Notes:

Per NFPA 1 - A3.3.182.2: Townhouse units are considered to be apartment buildings if there are three or more units in the building. The type of wall required between units in order to consider them to be separate buildings is normally established by the AHJ. If the units are separated by a wall of sufficient fire resistance and structural integrity to be considered as separate buildings, then the provisions of Chapter 22 of NFPA 5000, apply to each townhouse.

Per NFPA 1 - 18.4.4.1: The fire flow area shall be the total floor area of all floor levels of a building except as modified in 18.4.4.1.1.

Per NFPA 1 - 18.4.5.1.1: The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 ft² (334.5 m²) shall be 1000 gpm (3785 L/min) for 1 hour.

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23-0022 Malaleuca Gardens
Water Distribution - ADD Calculations

Proposed Potable Water Demands

Bldg Type	# of Units	ERC Factor	Total ERC's/ Bldg.	ERC ADD Factor (gpd)	ADD (gpd)	ADD (gpm)	MDF (gpd)	MDF (gpm)	PHF (gpd)	PHF (gpm)	
Lots# 1 - 15	SFR	15	1.00	15	335	5,025	3.49	10,050	6.98	20,100	13.96
Total						3.49	6.98	13.96			

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**23-0022 Malaleuca Gardens
Wastewater Collection - High Head Conditions**

ESTIMATED SEWAGE FLOWS: ERU = 335 gal/day

Unit Type	# of Units	ERU Factor	Total ERU's/ Type	Unit	ADF (gpd)
SFR Lots (Town Houses)	15	1.00	15		5,025
TOTAL =					<u>5,025</u>

Average Daily Flow:

GPD	Hours of Operating	ADF	ADF
5,025.00	24	3.49 GPM	5025.00 GPD

Maximum Daily Flow:

ADF	Peaking Factor	MDF	MDF
3.49 GPM	2.0	6.98 GPM	10050.00 GPD

Peak Hourly Flow:

ADF	Peaking Factor	PHF	PHF
3.49 GPM	4.0	13.96 GPM	837.50 GPH

Sewer main
8" PVC to City Sewer Main
Slope = 0.97% R = 0.167 ft
n = 0.011 A = 0.35 sf
Q full = 1.41 cfs
Q (half) = 0.704 cfs

Q(half) = 316 gpm > ADF, MDF, PHF

Manning's Equation

$$Q = \frac{1}{n} AR^{2/3} S^{1/2}$$

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From: [Riestra, Anthony](#)
To: [Michael Garrison](#)
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL
Date: Monday, May 1, 2023 6:58:15 AM
Attachments: [image002.png](#)

External (anthony.riestra@fpl.com)

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Good morning,

Thank you for your patience. The pole in the middle of the property can be removed. We do show services on there but that is most likely for the building on that site. Once those services are removed we can remove those facilities.

As for a letter, we only provide a demolition letter once the services on the transformer have been removed (Our meter and service wire). This letter lets you know that it is safe for us to remove the facilities (transformer and pole). Let me know if that helps. I'd also be happy to respond to the city if you'd like to add them to this email chain.

Regards,

Anthony Riestra
Associate Engineer
Pompano Service Center – FPL
330 SW 12th Ave
Pompano Beach, FL 33069
Office: 954-956-2016 Cell: 954-621-7658
Email: Anthony.Riestra@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader James Lockett at (o) 954-956-2029 or james.e.lockett@fpl.com

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From: Michael Garrison <michael@prismarch.com>
Sent: Monday, April 24, 2023 3:50 PM
To: Riestra, Anthony <Anthony.Riestra@fpl.com>
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi good afternoon Mr. Riesta,

Hope all is well. Just checking in on this, was that ok below? We need some type of letter from

your office so we can show the city upon resubmittal.

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224

www.PrismArch.com

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From: Michael Garrison
Sent: Thursday, April 13, 2023 10:48 AM
To: Riestra, Anthony <Anthony.Riestra@fpl.com>
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi good morning

Actually, the pole in the middle of the property needs to go and was planning on installing a new transformer in the NE corner pulling power from the NW corner. Is that ok?

Thanks for your help

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224

www.PrismArch.com

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From: Riestra, Anthony <Anthony.Riestra@fpl.com>
Sent: Thursday, April 13, 2023 9:36 AM
To: Michael Garrison <michael@prismarch.com>
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi Michael,

Are you talking about the easement transformer on the North side? The two poles serving people are on the south side of the property.

Regards,

Anthony Riestra
Associate Engineer
Pompano Service Center – FPL
330 SW 12th Ave
Pompano Beach, FL 33069
Office: 954-956-2016 Cell: 954-621-7658
Email: Anthony.Riestra@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader James Lockett at (o) 954-956-2029 or james.e.lockett@fpl.com

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From: Michael Garrison <michael@prismarch.com>
Sent: Tuesday, April 11, 2023 9:15 AM
To: Riestra, Anthony <Anthony.Riestra@fpl.com>
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi good day Mr. Riestra,

Ok thanks for getting back with me. Noted on the 2 power poles. We'll keep them, they don't really affect anything on the layout anyways. What about our new easement and transformer at the SE corner? Any issues there?

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394

AA#26002852

561.719.4224

www.PrismArch.com

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From: Riestra, Anthony <Anthony.Riestra@fpl.com>

Sent: Thursday, April 6, 2023 3:54 PM

To: Michael Garrison <michael@prismarch.com>

Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Good morning Michael,

Unfortunately, yes. The two poles that you are planning to remove have a transformer that serves two separate businesses. Their service would need to come from somewhere else before we can remove those facilities. We can relocate the facilities but we need to maintain service to those other customers. Please let me know if you have any questions.

Regards,

Anthony Riestra

Associate Engineer

Pompano Service Center – FPL

330 SW 12th Ave

Pompano Beach, FL 33069

Office: 954-956-2016 Cell: 954-621-7658

Email: Anthony.Riestra@fpl.com



FPL Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader James Lockett at (o) 954-956-2029 or james.e.lockett@fpl.com

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From: Michael Garrison <michael@prismarch.com>

Sent: Tuesday, March 21, 2023 4:30 PM

To: Riestra, Anthony <Anthony.Riestra@fpl.com>

Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi, Thanks Anthony,

Yes, that is correct we are not required to do a underground wiring waiver we just wanted to make sure everything checks out with the 2 poles we do plan to remove along with the new easement and transformer in the NE corner. Do you see any objections with removing these 2 poles (attached) and/or which pole we plan on connecting the transformer to?

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

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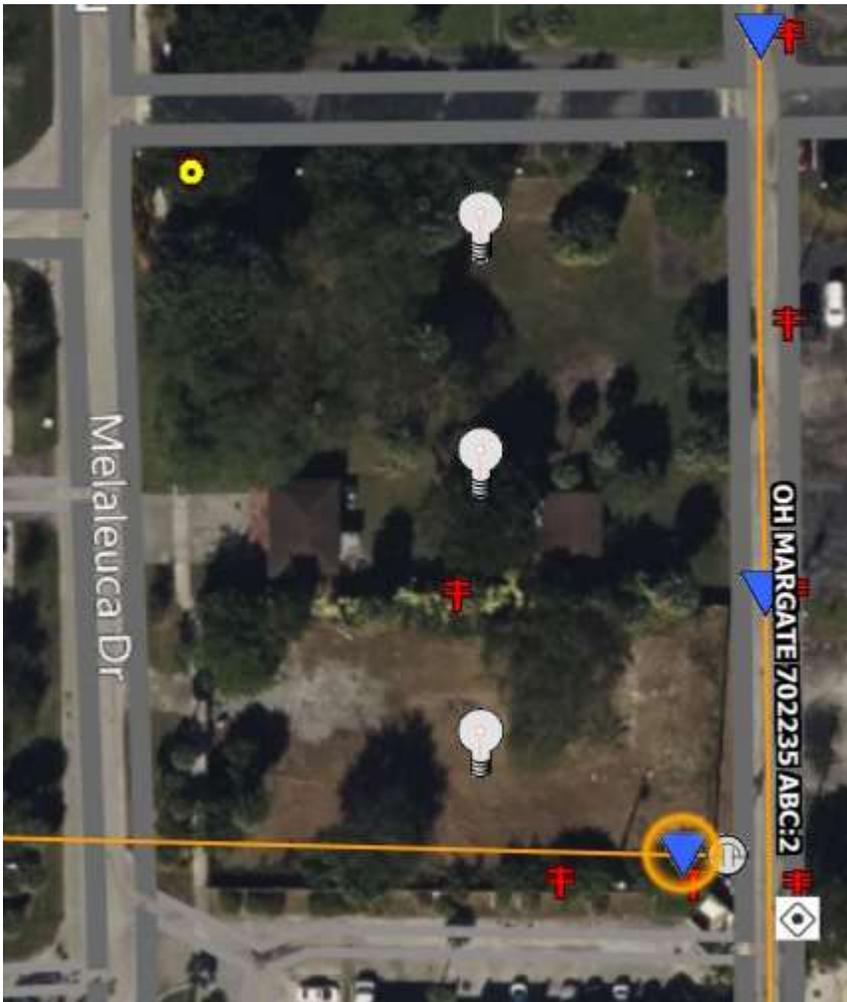
From: Riestra, Anthony <Anthony.Riestra@fpl.com>
Sent: Tuesday, March 21, 2023 12:32 PM
To: Michael Garrison <michael@prismarch.com>
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Good afternoon,

To my understanding, it look like you are looking for a letter than says FPL will underground the facilities that are on the property:

RESPONSE: PROPERTY IS NOT LOCATED IN THE CENTRAL BUSINESS DISTRICT THEREFORE NO UNDERGROUND WIRING WAIVER IS REQUIRED. ALL UTILITY POLES ON SITE WILL BE REMOVED BUT ONES OFF-SITE WILL REMAIN

The pole on the Southeast corner of the property currently serves the business to the other side of that alley and so FPL will not remove it. If you would like to have this part of the overhead placed underground, it will be a design process and there will be a cost associated with the work. I would recommend reaching out to the city and seeing what exactly they need and if they can provide an example of the documentation they need.



Regards,

Anthony Riestra

Associate Engineer

Pompano Service Center – FPL

330 SW 12th Ave

Pompano Beach, FL 33069

Office: 954-956-2016 Cell: 954-621-7658

Email: Anthony.Riestra@fpl.com



FPL Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader James Lockett at (o) 954-956-2029 or james.e.lockett@fpl.com

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Get information on construction services and project types, apply for your construction project, track project milestones, pay your construction fees online, manage your project team and more.

How it Works - [Guides and FAQs](#) or [View Videos](#)

From: Michael Garrison <michael@prismarch.com>

Sent: Tuesday, March 21, 2023 11:33 AM

To: Riestra, Anthony <Anthony.Riestra@fpl.com>

Subject: FW: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL
Importance: High

Hi Mr. Riestra,

Just following up on this if you can please. We are getting ready to resubmit and are in need of this letter.

Thank you much

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

If you're a contractor and would like to view projects in the plan room, please register on our sister network for free @ www.PrismBid.com

From: Michael Garrison
Sent: Friday, March 10, 2023 5:43 PM
To: Anthony.Riestra@fpl.com
Subject: FW: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi good afternoon Mr. Riestra,

Mr. Russell forwarded me your contact. We are in need of a letter (see below) if you can help please. This is for a new development and we need a no conflict letter I believe for the service/utility pole change (city comments highlighted below). I'm available anytime to talk.

Thank you for your help in advance

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224

www.PrismArch.com

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From: Russell, Alonzo <Alonzo.Russell@fpl.com>
Sent: Thursday, March 9, 2023 4:47 PM
To: Michael Garrison <michael@prismarch.com>
Cc: sergiojpereira@gmail.com
Subject: RE: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Good afternoon,

Here is your rep for Margate.

PM Name: Anthony Riestra
PM Phone: 9549562016
PM Email: Anthony.Riestra@fpl.com
Comments: Please send a copy of your site and electrical plans via email.

Regards,

Alonzo Russell
Distribution Engineer
Wingate Service Center – FPL
3020 NW 19TH St.
Fort Lauderdale, FL 33311
Office: 954-717-2096 Cell: 954-254-2906
Email: Alonzo.Russell@fpl.com



Visit the new [FPL Project Portal](http://FPL.com/construction) at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones. Please contact me with any questions or concern.

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader : Roy Torres at 954-717-2082 or roy.torres@fpl.com

From: Michael Garrison <michael@prismarch.com>
Sent: Thursday, March 9, 2023 3:11 PM
To: Russell, Alonzo <Alonzo.Russell@fpl.com>
Cc: sergiojpereira@gmail.com
Subject: FPL engineering letter for Melaleuca Gardens 508-512 Melaleuca Drive, Margate, FL

Hi Russel,

Thank you again. Yes we do have the electrical calcs for this one. Attached are the building calcs and a updated site plan which shows the new easement on the north side going to the transformer. All existing utility poles are

site are being removed but not the ones off-site. The city was wanting us to do this but they changed their code and it no longer applies as you will see in their comment below. I'm attaching a old set of plans which shows more details of what the townhouses will be. Hope this helps. It might be helpful to know that the complex is now 15 units, not 16 units. They wanted more parking.

Regarding what we need for the townhouse project per the city comment is as follows:

1. Sec. 31-2. - Underground wiring required.

c.1. For any redevelopment or reconstruction of a residential project of five (5) acres or more or any new development or reconstruction of a residential project of five (5) units or more approved after the effective date hereof, all utilities located within or in the public rights-of-way adjacent to that development and all utilities located within the project site shall be installed underground at the developer's and/or owner's cost. All existing overhead utilities, including "service laterals" and "service drops" that serve individual residences, units, or commercial establishments in the public rights-of-way and in the project area, regardless whether such utility facilities are located in the rights-of-way or on private property, shall be converted to underground utilities at the developer's and/or owner's cost. When an area is converted to underground service for a project in which the city participates and front-ends the costs to obtain benefits available from any utility (including, without limitation, the reduced cost available from Florida Power and Light Company through that company's governmental adjustment factor waiver tariffs), each property owner in the affected area shall complete the conversion of his or her services, including service laterals or service drops, within ninety (90) days after the new underground facilities have been energized. For a project parcel located at a roadway intersection, the developer and/or owner shall be responsible to continue the underground conversion across the intersection to the nearest point/points of connection at no cost to the city. No overhead poles shall be allowed to stay adjacent to any parcel that is required to have underground utilities pursuant to this section of the City Code.

RESPONSE: PROPERTY IS NOT LOCATED IN THE CENTRAL BUSINESS DISTRICT THEREFORE NO UNDERGROUND WIRING WAIVER IS REQUIRED. ALL UTILITY POLES ON SITE WILL BE REMOVED BUT ONES OFF-SITE WILL REMAIN

(4) Process timing and waiver. –

a. The developer and/or owner shall evidence compliance with the requirements in this division by providing to the city a signed agreement between the developer and/or the owner and each relevant utility showing that the utility has agreed, at the developer or owner's cost, to place or convert the relevant utilities underground, or the developer and/or owner has established an agreement with the city indicating their intent to comply with the undergrounding requirements of subsection (1)c.1., above. *This evidence or application for waiver shall be submitted with the development application; if not thus submitted, then the development application shall be deemed incomplete.* The city shall require this evidence or an application for waiver, as described in subsection b., below, to accompany the review of the development application by the development review committee. The city commission shall be the final authority to grant or deny said waiver application.

b. Any developer or owner subject to the requirements of this section may apply to the city, in a form specified by the city and accompanied by the payment of a waiver application fee seeking to be relieved of the requirements of this division. This waiver application must be submitted to the city prior to the time specified in subsection a., above. If the developer or owner claims that technical reasons are the basis for the waiver application, the application shall contain a detailed statement by a state licensed professional engineer, qualified with respect to utility issues, explaining why, in the engineer's professional opinion, it is technically infeasible to locate such utilities underground. The director of environmental and engineering services and the development services director shall review such application and shall make a recommendation to the city commission. The city commission shall have the authority to grant or deny a waiver. The city may grant a waiver if the application is supported by information detailing justifiable reasons for not pursuing the subject undergrounding, including, by way of example and not limitation, technical infeasibility or impracticability, practical infeasibility or impracticability, or costs outweigh perceived benefits, as determined by the city.

RESPONSE: PROPERTY IS NOT LOCATED IN THE CENTRAL BUSINESS DISTRICT THEREFORE NO UNDERGROUND

WIRING WAIVER IS REQUIRED. ALL UTILITY POLES ON SITE WILL BE REMOVED BUT ONES OFF-SITE WILL REMAIN

c. If a waiver is granted, a dollar amount equal to the cost of placing the utilities underground, as determined by an estimate established by the relevant utilities and as agreed upon by the city, shall be required to be paid into the city's underground utility trust fund prior to the development permits being issued. **STAFF:** All existing poles on the property and in adjacent ROW must be removed, and lines must be undergrounded to nearest off-site pole(s).

If unable to do so, then apply for a waiver and include with the waiver application, a detailed statement by a state licensed professional engineer, qualified with respect to utility issues, explaining why, in the engineer's professional opinion, it is technically infeasible to locate such utilities underground. Cost estimates from all applicable utilities (any utility company with lines on those poles) must be provided with the waiver application. Applicant did not provide signed agreement with all relevant utilities or waiver application. Site plan application is considered incomplete without the agreement or waiver app. [Second Request]

RESPONSE: N/A

Best regards,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

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From: Russell, Alonzo <Alonzo.Russell@fpl.com>
Sent: Wednesday, March 8, 2023 12:08 PM
To: Michael Garrison <michael@prismarch.com>
Subject: RE: engineering letters for various projects

Hello Michael,

Yes do you have electrical plans?

Regards,

Alonzo Russell

Distribution Engineer
Wingate Service Center – FPL
3020 NW 19TH St.
Fort Lauderdale, FL 33311
Office: 954-717-2096 Cell: 954-254-2906
Email: Alonzo.Russell@fpl.com



Visit the new [FPL Project Portal](https://www.fpl.com/construction) at [FPL.com/construction](https://www.fpl.com/construction) to manage your FPL residential and commercial construction projects including milestones. Please contact me with any questions or concern.

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader : Roy Torres at 954-717-2082 or roy.torres@fpl.com

From: Michael Garrison <michael@prismarch.com>
Sent: Wednesday, March 1, 2023 2:03 PM
To: Russell, Alonzo <Alonzo.Russell@fpl.com>
Subject: engineering letters for various projects

Hi Mr. Russell,

I was given your contact info for 2 projects in 2 different cities that we have projects currently in site plan review. Can we perhaps arrange a time to talk sometime?

Thanks,

Michael Garrison
Prism Architecture, LLC
100 SE 3rd Ave, suite #1000 – 10th floor
Fort Lauderdale, FL 33394
AA#26002852

561.719.4224
www.PrismArch.com

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DEVELOPMENT REVIEW COMMITTEE

Project Number: 0015973
Project Name: MELALEUCA 508 -512 Melaleuca Gardens Drive Margate FL 33063
Project Type: Site Plan
Department: Republic Services of Florida, Limited Partnership
Reviewer Name: Dan Baker
Position: Operations Supervisor
Date of Submittal: 10/16/2024
Submittal Number: 1

1.

A. SITE PLAN:

Enclosures in the site plan is adequate.

From: [Turgot, Jean-Pierre](#)
To: [Michael Garrison](#); [Baker, Daniel](#)
Cc: [Turgot, Jean-Pierre](#)
Subject: Melaleuca Gardens
Date: Thursday, October 17, 2024 7:32:44 AM
Attachments: [image001.jpg](#)
[DRC Worksheet Melaleuca Gardens.docx](#)

Caution: External (jturgot@republicservices.com)

First-Time Sender [Details](#)

[Report This Email](#) [FAQ](#) [GoDaddy Advanced Email Security, Powered by INKY](#)

Good Morning Michael,
See attached DRC review from our Operations Supervisor.
Best Regards,

Jean-Pierre Turgot

Manager Municipal Sales

751 NW 31st Ave

Ft. Lauderdale, FL 33311

e jturgot@republicservices.com

o 954-327-9555

c 954-279-9293

w RepublicServices.com



The School Board of Broward County, Florida
PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

SITE PLAN
SBBC-2847-2020
Municipality Number: N/A
Folio #: N/A
Melaleuca Gardens
May 9, 2024



SCAD Expiration Date: November 5, 2024

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

**PRELIMINARY SCHOOL CAPACITY AVAILABILITY DETERMINATION
SITE PLAN**

PROJECT INFORMATION	NUMBER & TYPE OF PROPOSED UNITS	OTHER PROPOSED USES	STUDENT IMPACT
Date: May 9, 2024 9:54:00	Single-Family:		Elementary: 2
Name: Melaleuca Gardens	Townhouse: 15		Middle: 1
SBBC Project Number: SBBC-2847-2020	Garden Apartments:		High: 1
County Project Number: N/A	Mid-Rise:		Total: 4
Municipality Project Number: N/A	High-Rise:		
Owner/Developer: 512 Melaleuca LLC	Mobile Home:		
Jurisdiction: Margate	Total: 15		

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS * Capacity	Benchmark** Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of LOS*** Capacity	Cumulative Reserved Seats
Atlantic West	1,009	1,009	615	-394	-21	61.0%	2
Margate Middle	1,404	1,522	1,033	-489	-22	67.9%	1
Coconut Creek High	2,849	2,849	1,956	-893	-35	68.7%	1

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% LOS Cap. Adj. Benchmark	Projected Enrollment				
				24/25	25/26	26/27	27/28	28/29
Atlantic West	617	-392	61.1%	601	590	579	567	555
Margate Middle	1,034	-405	71.9%	973	953	921	892	932
Coconut Creek High	1,957	-353	68.7%	1,958	1,996	2,022	2,049	2,074

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The annual benchmark enrollment is taken on the Monday following Labor Day and is used to apply individual charter school enrollment impacts against school facility review processes.

*This number represents the higher of: 100% gross capacity or 110% permanent capacity. **The first Monday following Labor Day. ***Greater than 100% exceeds the adopted Level of Service (LOS).

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2023-24 Contract Permanent Capacity	2023-24 Benchmark Enrollment	Over/(Under)	Projected Enrollment		
				24/25	25/26	26/27
Ascend Career Academy	1,000	222	-778	222	222	222
Imagine At N Lauderdale	700	425	-275	425	425	425
Somerset Prep Charter @ N Lauderdale	1,000	731	-269	731	731	731
Somerset Prep Charter @ N Lauderdale 9-12	1,000	346	-654	346	346	346
Suned High North Broward	550	321	-229	321	321	321
West Broward Academy	910	636	-274	636	636	636

PLANNED AND FUNDED CAPACITY ADDITIONS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN

School(s)	Description of Improvements
Atlantic West	There are no capacity additions scheduled in the ADEFPP that will increase the reflected FISH capacity of the school.
Margate Middle	There are no capacity additions scheduled in the ADEFPP that will increase the reflected FISH capacity of the school.
Coconut Creek High	There are no capacity additions scheduled in the ADEFPP that will increase the reflected FISH capacity of the school.

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code. Information contained herein is current as of the date of review. A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: <https://www.browardschools.com/Page/34040>. The benchmark enrollment count taken on the first Monday following Labor Day is used to apply individual charter school enrollment impacts against school facility review processes.

Comments

The site plan application proposes 15 (two-bedroom) townhouse units, which are anticipated to generate 4 (2 elementary, 1 middle, and 1 high) students into Broward County Public Schools.

The school Concurrency Service Areas (CSA) serving the project site in the 2023/24 school year include Atlantic West Elementary, Margate Middle, and Coconut Creek High Schools. Based on the Public School Concurrency Document (PSCPD), all three schools are currently operating below the Level of Service Standard (LOS), which is established as the higher of 100% gross capacity or 110% permanent capacity. Incorporating the cumulative students anticipated from this project as well as approved and vested developments anticipated to be built within the next three years (2023/24- 2025/26), these schools are expected to maintain their current status through the 2025/26 school year. Additionally, the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment.

Charter schools located within a two-mile radius of the site in the 2023/24 school year are depicted above. Students returning, attending, or anticipated to attend charter schools are factored into the five-year student enrollment projections for District schools. Enrollment projections are adjusted for all elementary, middle, and high schools impacted by a charter school until the charter school reaches full enrollment status.

To ensure maximum utilization of the impacted CSA, the Board may utilize school boundary changes to accommodate students generated from developments in the County.

Capital Improvements scheduled in the currently Adopted District Educational Facilities Plan (DEFP), Fiscal Years 2023/24 to 2027/28 regarding pertinent impacted schools are depicted above.

This application satisfies public school concurrency on the basis that there is adequate school capacity anticipated to be available to support the project as proposed. This preliminary determination shall be valid for either the end of the current school year or 180 days, whichever is greater for a maximum of 15 (two-bedroom) townhouse units, and conditioned upon final approval by the applicable governmental body. As such, this Preliminary School Capacity Availability Determination (SCAD) Letter will expire on November 5, 2024. This preliminary school concurrency determination shall be deemed to be void unless prior to the referenced expiration of the preliminary SCAD, notification of final approval to the District has been provided, and/or an extension of this preliminary SCAD has been requested in writing and granted by the School District. Please be advised that the expiration of the SCAD will require the submission of a new application and fee for a new public school concurrency determination. Upon the District's receipt of sufficient evidence of final approval, which shall minimally specify the number, type, and bedroom mix for the approved residential units, the District will issue and provide a final SCAD letter for the approved units, which shall ratify and commence the vesting period for the approved residential project.

Please be advised that if a change is proposed to the development, which increases the number of students generated by the project, the additional students will not be considered vested for public school concurrency.

SBBC-2847-2020 Meets Public School Concurrency Requirements

Yes No

Reviewed By:

5/9/2024

Date

Glennika D. Gordon

Signature

Glennika D. Gordon, AICP

Name

Planner

Title

**BY-LAWS Of THE
MELALEUCA GARDENS COMMUNITY ASSOCIATION**

As Drafted on February 6, 2020

**Article I
Definitions**

For purposes of brevity and clarity, certain words and terms used in these Bylaws are defined as follows:

1.01 "Area of Common Responsibility" shall refer to the Common Property and Facilities together with those areas, if any, which by the terms of these Bylaws, the Declaration or by contract or agreement with any neighboring real property owner shall become the responsibility of the Association.

1.02 "Articles of Incorporation" or "Articles", shall refer to the Articles of Incorporation of MELALEUCA GARDENS COMMUNITY ASSOCIATION, INC., and any amendments thereto, as filed with the Secretary of State of the Commonwealth of Florida.

1.03 "Assessments" or "dues" shall refer to any amounts assessed against Owners, Dwelling Units, or Lots in accordance with these Bylaws.

1.04 "Association" shall refer to MELALEUCA GARDENS COMMUNITY ASSOCIATION, INC., a Florida corporation, its successors and assign.

1.05 "Board of Directors" or "Board" shall refer to the governing body of the Association having its normal meaning under Florida corporation law.

1.06 "Common Property" and "Common Property and Facilities" shall refer to all real property, improvements and facilities in the Development which are intended for use and enjoyment by all Owners, Tenants and Occupants in the Development, including but not limited to private streets and roadways, gatehouses, recreational facilities and any usage for utilities, such as storm drainage facilities, which will not be dedicated to public authorities or utility companies.

1.07 "Common Expenses" shall refer to and include the actual and estimated expenses incurred by the Association for the general benefit of all Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to these Bylaws, the Declaration and the Articles of Incorporation.

1.08 "Community-Wide Standard" shall refer to the standard of conduct, maintenance or other activity generally prevailing throughout the Development. Such standard may be more specifically determined by the Board of Director

1.09 "Development" shall refer to the real property described in the Declaration and as described on any exhibits attached thereto.

1.10 "Dwelling Unit" shall refer to any building improvements or part thereof in the Development which is designed, designated and intended for use and occupancy as one residential living unit, including enclosures for motor vehicles and other appurtenant structures.

1.11 "Good Standing" shall refer to Owners who (i) are not more than 30 days delinquent on dues, and
(ii) have no uncured violation of any restriction {including the payment of any related fine).

1.12 "Leasing" shall refer to the regular, exclusive occupancy of a Dwelling Unit by any Person or Persons other than the Owner from whom the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity or emolument.

1.13 "Lot" shall refer to any part of the Development delineated by definable boundaries on a plat of subdivision prepared in conformity with, executed and recorded as required by the Statutes of the Commonwealth of Florida and/or the Lexington-Fayette Urban County Zoning Ordinance Resolution, together with any Dwelling Unit or other buildings and improvements erected thereon.

1:14 "Mortgage" shall refer to a mortgage, deed of trust, deed to secure debt or any other form of security deed.

1.15 "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

1.16 "Mortgagor" shall refer to any Person who gives a Mortgage.

1.17 "Occupant" shall refer to a Person or Persons, other than an Owner or Tenant, in lawful possession

1.18 "Owner" shall refer to one (1) or more Persons who hold the record title to any Dwelling Unit or Lot which is part of the Development, but excluding any party holding an interest merely as security for the performance of an obligation. If a property is sold under a land contract, contract for sale, gift, or any other manner of transfer, and the contract specifically provides, then the purchaser, rather than the fee Owner, will be considered the Owner.

1.19 "Person" shall refer to a natural person, a corporation, a partnership, a trustee or any other legal entity.

1.20 "Principal Office" shall refer to the location where the corporation maintains its permanent business records, which as of the date of these Bylaws is 512 Meleleuca Drive, Margate, FL 33063

1.21 "Supplemental Declaration" shall refer to an amendment or supplement to the Declaration, executed by or consented to by the Association, which subjects additional property to said Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.22 "Tenant" shall mean and refer to any Person or Persons who occupy any Dwelling Unit pursuant to a lease with the Owner of the Dwelling Unit.

Article II Purposes and Powers

2.01 The Association has been organized for the purposes set forth in its Articles of Incorporation or any amendments thereto.

2.02 The Association shall have the power to dispose of its real properties only as authorized by the applicable provisions of the Declaration as the same may be amended from time to time.

2.03 The Association's right to incur indebtedness shall be limited as set forth in its Articles of Incorporation or any amendments thereto.

Article III Membership and Voting Rights

3.01 Membership. Every Owner of a Dwelling Unit shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from the Owner's Dwelling Unit.

3.02 Membership Rights. The rights and privileges of membership may be exercised by an Owner or the Owner's spouse, subject to the provisions of this Declaration and the Bylaws. Membership rights of a Dwelling Unit owned by a corporation or partnership shall be exercisable by the individual designated from time to time by the Owner in a written instrument provided to the Secretary, subject to the provisions of these Bylaws and the Declaration.

3.03 Limitations on Membership Rights. The membership rights of Owners are subject to the payment of assessments levied by the Association, as provided elsewhere in these Bylaws and in the Declaration, membership rights, including the use of the Common Property, of any Owner shall be suspended after

the period when such Owner's assessment remains unpaid; but, upon payment of delinquent assessments, such Owner's rights and privileges shall thereupon be restored. However, the Owner's right to use the Common Property intended for the purpose of ingress and egress to and from public roads serving any dwelling unit and the right to use available public utility services may not for any reason be denied to an Owner.

3.04 Voting. Owners shall be entitled to one (1) vote for each Dwelling Unit owned. No Owner, whether one or more Persons, shall have more than one vote per Dwelling Unit. In the event the Owner of a Dwelling Unit is more than one Person, the one (1) vote attributable to that Dwelling Unit shall be exercised as those Persons determine among themselves and as they advise the Secretary of the Association in writing, prior to any meeting. In the absence of such advice and in the event more than one Person per Dwelling Unit shall attempt to vote, the votes from such Dwelling Unit shall not be counted.

Specific voting procedures and other requirements regarding voting shall be as set forth above and elsewhere in these Bylaws and the Articles of Incorporation, as they may be properly amended from time to time.

Article IV **Rights of Enjoyment**

4.01 Every Owner, as well as the Association, shall have the right of use, access and enjoyment in and to the Common Property as may be provided by the Association. All such rights of use and enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions set out in these Bylaws, the Declaration and Articles of Incorporation and further subject to the right of the Board to impose reasonable rules and regulations.

4.02 Any Owner may delegate his or her right of use and enjoyment to the members of his or her family, Tenants, Occupants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Dwelling Unit or Lot shall be deemed to have delegated limited rights of use and enjoyment to the Tenant. A Tenant's violation of the Declaration, Bylaws, rules and/or regulations shall constitute a default under their lease for which the Association, on behalf of the Owner, may seek any remedies available at law or equity, including the eviction of the Tenant.

4.03 The Board reserves the right to impose additional reasonable rules and regulations with regard to the Development, including leasing within the Development. It shall be the

responsibility of the Owner whose Dwelling Unit is in lawful possession by a Tenant or other Occupant to make available to said tenant or Occupant copies of the Declaration, Bylaws and rules and regulations and to cause such Tenants and Occupants to comply with the same.

Owners shall be responsible for all violations and losses to the Common Property caused by their Tenants and other Occupants, notwithstanding the fact that such Tenants and Occupants are also fully liable and may be sanctioned for any such violations.

Article V
Board of Directors

5.01 The Association's affairs shall be managed by a Board of Directors.

5.02 Directors shall be elected to terms of two (2) years, with elections to be held as hereinafter provided. Directors may be earlier removed from office by the affirmative vote of Owners holding at least sixty-seven percent (67%) of the total votes of all Owners. Vacancies on the Board resulting from such removal or from resignation must be filled by an appointee or appointees nominated by the President of the Board, subject to the vote of a majority of remaining Directors to complete the term of the vacant position. Nominations to any vacant position shall be made within thirty (30) days of the vacancy.

5.03 The Board of Directors shall be elected by the voting Owners by written ballot as herein provided. At such election, the Owners may cast in respect of each vacancy as many votes as they are entitled to exercise under the provisions of Article III above, provided that in no event shall any Owner be entitled to cast in respect to any one candidate more than the number of votes which they are entitled to exercise. The candidates receiving the largest number of votes shall be elected.

5.04 Nominations for election to the Board shall be made by the Nominating Committee, which shall consist of a Chairperson and two (2) or more Owners of the Association. A new Nominating Committee shall be appointed by the Board prior to each meeting at which an election of Board members will be held.

5.05 The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies required to be filled.

5.06 All elections to the Board of Directors shall be by written ballot. Such ballots shall be prepared and mailed by the Secretary to the Owners at least five (5) days before the meeting called for elections.

5.07 The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Every ballot envelope shall contain only one (1) ballot, and the Owners shall be advised that, because of the verification procedures set forth below, the enclosure of more than one ballot in any one ballot envelope shall disqualify

the return. Such ballot envelope shall be placed in another sealed envelope which bears on its face the name and signature of the Owner, and such other information as the Board may determine will serve to establish the Owner's right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address stated in the ballot transmittal.

5.08 Upon receipt of each return, the Secretary will immediately place it in a safe or other locked place until the elections are to be held. On that day, the external envelopes containing the ballot envelopes shall be delivered unopened to an Election Committee which shall consist of three (3) Owners appointed by the Board. The Election Committee shall then adopt a procedure to establish that:

(a) The number of envelopes marked "Ballot" does not exceed the number of votes allowed to the Owner identified on the outside envelope containing them;

(b) the signature of the Owner on the outside envelope is genuine; and

The procedure shall be conducted in such a manner that the vote of any Owner shall not be disclosed to anyone, even the Election Committee. The outside envelope shall thereupon be placed in a safe or other locked place. The Election Committee shall proceed with the opening of the ballot envelopes and the counting of votes. If any ballot envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by any Owner present, the ballots and outside envelopes shall be destroyed.

5.09 If a candidate for the Board of Directors withdraws their candidacy subsequent to ballots having been distributed to the Owners, the voting process shall continue and all properly cast ballots shall be valid, but any votes for the withdrawn candidate shall be disregarded.

Article VI

Directors' Meetings

6.01 Meetings of the Board shall be held monthly or as frequently as is commensurate with the needs of the Association. Special Meetings shall be held when called by the President or any two Directors after not less than three (3) days' notice to each Director or on shorter notice with the consent of the Board members. Meetings may be held at the Principal Office or at such other locations as designated by the Board. Regular meetings of the Board shall be conducted under Roberts Rules of Order, tape recorded, and minutes prepared stating all motions, votes and decisions, with copies of the minutes available for Owners at the next regular meeting. Directors who are unable to attend in person may attend by telephone or other electronic means approved by the Board.

6.02 The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if:

(a) a quorum (which shall be a majority of the Board) is present; and

(b) either before or after the meeting, each absent Director signs a written waiver of notice or consent to the holding of such meeting or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting.

6.03 any action required or permitted by law or these Bylaws to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors entitled to vote with respect to the subject matter.

Article VII

Powers and Duties of Directors

7.01 General Powers. Without limiting the general powers, which may be provided by law, the Board shall have the following powers and duties:

(a) to elect officers of the Board;

(b) to formulate policies for the administration, management and operation of Common Property and Facilities;

(c) to provide for the maintenance, repair and replacement of the Common Property and Facilities, and to construct new facilities, if permitted by the Declaration and these Bylaws, and provide for payment therefor, and to approve payment vouchers or delegate such approval to the officers or any manager or managing agent:

(d) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the maintenance, repair, replacement, administration, management and operation of the Common Property and Facilities, and to delegate any such powers to any manager or managing agent engaged pursuant to these Bylaws (and any such employees or other personnel who may be the employees of the managing agent);

(e) to prepare the annual operating and capital budgets, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(f) to call special meetings of the Owners whenever the Board deems necessary, provided that it shall call a special meeting at any time upon written request of Owners possessing the requisite percentage of voting rights as provided elsewhere in these Bylaws;

- (g) to issue or cause to be issued, upon the request of an Owner and upon reasonable notice, a certificate setting forth the amount of assessment made from time to time, such Owner's share thereof and whether such Owner's allocation has been paid to date;
- (h) to accept title to property, real and personal, or any interest therein, and to convey, lease and grant easements and other property rights with respect to any and all property to which the Association holds title or property rights; and
- (i) to enforce the provisions of the Master Declaration, Bylaws, Policies, Rules and Restrictions adopted by the Board and to enjoin, seek damages, including enforcement assessments which may include attorney fees, litigation costs, interest and other charges related thereto, and to impose and collect reasonable fines for their violation. Failure by the Board to enforce any restriction, rule, regulation or policy shall in no event be deemed a waiver thereof or any acquiescence in or consent to any continuing, further or succeeding violation.
- (j) to exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association by the Declaration, the Articles of Incorporation and these Bylaws, and to perform any other act necessary or desirable as determined by the Board, in connection with the Declaration.

7.02 Specific Powers. The Board, for the benefit of the Board, the Association and all Owners, shall acquire and pay out of the Association's accounts, hereinafter provided for, the following:

- (a) water supply, waste removal, electricity and telephone, heat, power and other necessary utility services for the Common Property and Facilities, landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Property and Facilities, security, television, internet and like services;
- (b) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board, in its opinion, shall determine to be necessary or proper for the maintenance and operation of the Common Property and Facilities or for the enforcement of the Declaration;

(c) insurance for the Common Property and Facilities against loss or damage by fire, and such other hazards as the Board may deem desirable, for the full insurable replacement cost thereof;

(d) liability insurance, including liability for injuries to and death of persons, property damage, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, directors, manager or managing agent of the Common Property and Facilities, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the Common Property and Facilities, and insuring the officers of the Association and members of the Board from liability;

(e) workers' compensation insurance to the extent necessary to comply with any applicable law;

(f) the services of any person or firm employed by the Board, including without limitation, the services of any person or firm to act as manager or managing agent for the Common Property and Facilities, or to maintain and operate the Common Property and Facilities, and to give legal and/or accounting services necessary or proper to the maintenance and operation of the Common Property, enforcement of the Declaration, and organization, operation and enforcement of the rights of the Association;

(g) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Common Property and Facilities, or any part thereof, which may, in the opinion of the Board, constitute a lien against the Common Property and Facilities. When one or more Owners are responsible for the existence of such lien, they shall jointly and severally be liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners; and

(h) any other expenditures permitted under these Bylaws, the Articles of Incorporation or the Master Declaration.

Article VIII

Officers

8.01 Officers of the Association shall be a President, Vice President, Secretary and Treasurer. All of these four officers shall be Owners in the Association. Officers shall be chosen by a majority vote of the Board of Directors and shall hold office at the pleasure of the Board of Directors.

8.02 The president shall preside over all regularly scheduled board workshops and meetings and all such other special meetings as may be necessary for the orderly and efficient operation of the Association. The president shall ensure that all orders and resolutions of the Board are carried out. The president shall work with the Association's property manager, if any, to facilitate the orderly operation of the Association and the maintenance of its Common Property and Facilities.

8.03 The vice president shall perform all duties of the president in his absence. The vice president may chair committees, including ad hoc committees, at the direction of the president.

8.04 The secretary, with the assistance of the Association's office manager, if any, shall keep an up to date list of the names of all Owners, together with their addresses as provided by such Owners. The secretary shall also be responsible for the preparation and mailing of all required and other mailings to the Owners. The secretary shall supervise the preparation of minutes for all regularly scheduled board meetings and such other meetings for which minutes must be prepared. The secretary shall, working with the Board of

Directors, monitor the Association's governing documents and offer such modifications as may be beneficial to the efficient operation of the Association.

8.05 The treasurer shall chair the standing Audit and Finance Committee, more fully described in Article X, Section 10.03 below, which shall recommend an annual operating budget and capital budget to the Board to be distributed to all Owners annually. The treasurer shall prepare, working with the Association's manager, if any, monthly balance sheet statements, income and expense reports, and other such informational documents as may be helpful to Owners understand the true financial condition of the Association. The treasurer shall oversee the preparation of all necessary tax filings for the Association. The treasurer shall also, working with the Association's office manager, if any, receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business. The treasurer may be one of the two mandatory authorized signatories to all Association checks. The treasurer shall also cause an annual audit of the Association's books to be made by a certified public accountant, which shall then be presented to the board.

Article IX

Indemnification of Officers and Directors

The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any such suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Owners in the Association), and the Association shall indemnify and forever hold each officer and director harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and

directors' liability insurance to fund this obligation if such insurance is reasonably available, but the failure to obtain or maintain such insurance shall not in any manner affect the foregoing obligations of the Association.

Article X
Committees

10.01 The standing Committees of the Association shall include, but not be, limited to, the following:

- Architectural Control/Deed Restrictions Committee
- Audit & Finance Committee
- Maintenance Committee
- Nominating Committee
- Landscape Committee
- Social Committee
- Security Committee
- Communications Committee

All members of Committees of the Association shall be Owners and normally a Board Member shall chair each Standing Committee.

10.02 Architectural Control/Deed Restrictions Committee. The Architectural Control/Deed Restrictions (ACDR) Committee shall meet on a monthly basis to review the required applications for all permanent exterior changes, including landscaping, to residences and submit recommendations to the Board for approval or rejection, guided by the goal of maintaining the architectural standards as set forth in these Bylaws and the Declaration.

10.03. Audit and Finance Committee. The Audit & Finance Committee shall be chaired by the treasurer. The Committee shall ensure that the required annual Association audit is conducted and make recommendations with respect to the approval of the annual operating budget, capital budget, balance sheets, income and expense statements, and such other financial documents to be presented to the Owners. See Article XI below for additional duties related to the finances of the Association.

10.04 Maintenance Committee. The Maintenance Committee shall advise and make recommendations to the Board on all matters pertaining to the maintenance, purchase, repair or improvement of the Common Property and Facilities.

10.05 Nominating Committee. The Nominating Committee shall solicit candidates for election to the Board of Directors to be voted on by the Owners.

10.06 Landscape Committee. The Landscape Committee shall advise the board on all matters pertaining to the annual and perennial plantings to be made in the Common Property and Facilities.

10.07 Social Committee. The objective of the social committee is to plan various events, activities and dinners for the benefit of the community. The committee is responsible for planning, budgeting and decorating for scheduled events to the extent necessary.

10.08 Security Committee. The Security Committee is responsible for monitoring and assessing security issues and needs of the community.

10.09 Communications Committee. The communication committee is to provide information about the community through social media such as Facebook and the community webpage. This would include information on finances, scheduled events, notices of meeting and Board of Directors meeting minutes.

10.10 The Board may in its discretion appoint other committees as deemed appropriate in carrying out its purposes and functions.

Article XI

Assessments and Budgeting

11.01 Creation of Lien and Personal Obligation of Assessments. The Association has created assessments for Association expenses as set forth in this Article and other expenses as may from time to time specifically be authorized by the Board. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Development, is deemed to covenant and agree to pay these assessments. All such assessments which are due and unpaid, together with late charges, interests, costs and reasonable attorneys' fees actually incurred, together with any fines, together with interest and attorneys' fees actually incurred relating to same, shall be a charge on the property and shall be secured by a continuing lien upon the Dwelling Unit or Lot against which each such assessment is made, as hereinafter described. Except as otherwise provided in these Bylaws and Declaration with respect to holders of first mortgages and purchasers acquiring record title through a foreclosure or deed in lieu of foreclosure pursuant to such first Mortgage, each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who owned such Dwelling Unit or Lot at the time when the assessment was due, but shall not become the personal obligation of the successors in title of Owner unless such successor agrees to assume the obligation. In the event there is more than one Owner of any particular Dwelling Unit or Lot, all such Owners shall be jointly and severally liable for the entire amount of the assessment.

11.02 Subordination of Lien for Assessments. The lien of assessments, including interest, late charges, costs and reasonable attorneys' fees provided for herein, shall be subordinate to the lien of any first Mortgage upon any Dwelling Unit. Any transfer of any Dwelling Unit shall not affect the assessment lien. However, the transfer of any Dwelling Unit pursuant to judicial or non-judicial foreclosure, or deed in lieu of foreclosure, of a first Mortgage shall extinguish the assessment lien as to payments that became due prior to the sale or transfer. No such sale or transfer shall relieve such property from lien rights for

any assessments that thereafter become due. The Association, upon written request, shall confirm the extinguishment of the lien referred to in this Section.

11.03 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, Occupants and Tenants in the Development, and for the improvement, operation, repair, replacement and maintenance of the Common Property and Facilities and for such other purposes as may be provided in these Bylaws and the Declaration.

11.04 Preparation of Estimated Budget. It shall be the duty of the Board, on or before November 15th of each year, to prepare a balanced budget covering the estimated amounts necessary to pay the costs of taxes, wages, materials, services, supplies and other expenses which shall be required during the following calendar year for Common Property and Facilities, and Insurance on the Common Property and Facilities, together with a reasonable amount considered by the Board to be necessary as a reserve for contingencies and replacements of each.

The Board shall also include with the operating budget, to be prepared pursuant to this Section, - a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost.

On or before December 1, the Board shall provide to each record Owner a copy of the approved budget(s) and a schedule of assessments for the upcoming year, with the amount determined to be allocable to that Owner. If the Board fails for any reason to determine the budgets for the upcoming year, then until such time as the Board has done so, the budgets in effect for the then current year shall continue for the following year, and the Owners subject to assessment shall continue to pay assessments at the previous rate until the new assessments are mailed or delivered.

11.05 Payment of Assessments. The Board shall set periodic times for the payment of assessments, which may be monthly or any other times, which are solely within the discretion of the Board.

11.06 Capitalization Fee. All buyers of new or resale homes must contribute to the Association a one-time capitalization fee equal to two (2) months of dues at the time of closing. This capitalization fee is used to fund the Capital Account.

11.07 Allocation and Assessment of Estimated Cash Requirements: The Board shall allocate all estimated amounts as set out in its budget among the Owners as follows:

(a) Common Property and Facilities Allocation. The estimated cash requirements for Common Property and Facilities shall be allocated by dividing the total estimated amount into that number of equal parts as there are Dwelling Units in the Development and by then allocating to each Owner one part thereof for each Dwelling Unit owned.

The Common Property and Facilities Allocation attributable to each Owner shall be assessed and any amounts that become due and payable but remain unpaid, together with late charges,

interest, court costs and attorneys' fees, shall be a continuing lien on the Dwelling Unit(s) or Lot(s) of such Owner, except as otherwise herein provided regarding subordination to the rights of Mortgagees.

(b) Insurance Allocation -The estimated cash requirements to provide fire and extended coverage and liability insurance for the Common Property, Common Facilities and such other coverage as the Board in its discretion shall purchase shall be allocated by dividing the total premium cost into that number of equal parts as there are Dwelling Units and by then allocating to each Owner one part thereof for each Dwelling Unit owned.

In the event the Board decides to purchase a blanket insurance policy on the exterior of Dwelling Units as permitted in Article V of the Declaration, the estimated cash requirements for such insurance shall be allocated to each Owner of such Dwelling Units in the percentage of the total insurance premium for all such Dwelling Units that the value of that Owner's Dwelling Unit(s) bears to the value of all such Dwelling Units in the Development (said value to be represented by the square footage of the Dwelling Unit as determined by the Fayette County Property Value Administrator).

No Owner subject to assessment as herein provided may waive or otherwise deny liability for the above assessments by the Owner's non-use of Common Property and Facilities or abandonment of the Owner's Dwelling Unit(s).

11.08 Reserves for Contingencies and Replacements. The Board shall accumulate and maintain a reasonable reserve for contingencies and replacements in respect of the Common Property and Facilities. Extraordinary expenditures not ordinarily included in the annual estimates that become necessary during the year may be paid from such reserve; however, the Board shall immediately thereafter levy a further assessment for the purpose of replacing the withdrawn funds in accordance with the allocation procedures set forth above in this Article. If the estimated cash requirement with respect to the Common Property and Facilities proves inadequate for any reason, including non-payment of any assessments, the Board may at any time levy a further assessment as hereinabove provided. In either such event the Board shall advise every Owner in writing, giving the amount and reasons for the additional assessment, and such assessment shall be due and payable within thirty (30) days after the delivery or mailing of such notice of further assessment.

11.09 Accounting. On or before the May Board of Directors Meeting of each calendar year, the Board shall make available to all Owners subject to assessment an audit of the financial transactions and other relevant information for the preceding calendar year, including costs actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided to the Owners. Such accounting shall indicate the amount in excess of, or the amount by which the estimate was less than, the actual amounts collected and expenses and further shall indicate the excess or deficiency in

the reserve accounts. The audit shall be performed and prepared in accordance with generally accepted accounting principles.

11.10 Books and Records. The Board shall keep accurate and complete itemized books of account of the receipts and expenditures affecting the Common Property and Facilities. Such records shall be available for inspection by any Owner who is subject to assessment as hereinabove provided or the representative of such Owner, duly authorized in writing, at such reasonable time or times during normal business hours as requested by such Owner with not less than ten (10) days' written notice to the Board. Upon ten (10) days' notice to the Board and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

11.11 Expenditure of Collected Funds. All funds collected from assessments for Common Property and Facilities may be collectively held and expended without regard to category for the purposes designated herein and may or may not be commingled by the Board. The Board may establish and maintain any bank accounts it deems reasonable to facilitate the handling of funds collected from assessments.

11.12 Effect of and Remedies for Nonpayment. In the event that an Owner who is subject to assessment charges or other amounts due as herein provided is in default of payment thereof for a period of thirty (30) days, then the Owner will be considered not in good standing and shall have no right to use any Common Property and Facilities and shall relinquish all voting rights, in addition, the Board shall, in its own right and as representative of all Owners subject to assessment" have the authority to take further action, including, but not limited to:

(a) bring suit to enforce collection of the amount thereof, together with interest, at the highest rate permitted by the laws of the Commonwealth of Florida, court costs and attorneys' fees; and

(b) bring suit to foreclose the lien of such delinquent assessment charge or other amounts due.

The remedies afforded to the Board in this Section shall be deemed to be cumulative, and the Board shall not be required to exhaust any one or more of such remedies prior to commencing the exercise of any other remedy. These remedies are in addition to any other action or remedy

the Board may pursue in enforcing its Master Declaration, By-laws, Policies, Rules and Restrictions.

11.13 Refund of Assessments. Upon termination of the Association, all monies paid in as assessments shall first be used to wind up the affairs of the Association, including the payment of creditors, then paid pro rata to the record Owners. Refunds shall be allocated by dividing the total amount available for refund into that number of equal parts, as there are Dwelling Units and by then allocating to each Owner one part thereof for each Dwelling Unit owned.

Article XII
Meetings of Owners

12.01 An annual meeting of Owners shall be held, at a time and location to be determined by the Board.

12.02 Special meetings of the Owners may be called for any purpose, at any time, upon:

(a) written request of Owners entitled to cast one-fourth (1/4) of the total votes of all Owners;

or

(b) vote of not less than three-fourths (3/4) of the members of the Board.

12.03 Notice of any meeting shall be given to the Owners by the secretary. Notice may be given either personally or by mailing a copy of the notice, postage prepaid, to the Owner's address appearing on the books of the corporation, or by emailing a copy of the notice if the Owner has provided the Association with an email address. Each Owner shall register his or her address with the secretary, and notices of meetings shall be mailed to the Owner at their registered address or, if consented to by the Owner, said consent being acknowledged by providing an email address, notices may be provided by email. Notice of any meeting, regular or special, shall be mailed or emailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

12.04 The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum.

Article XIII

Amendments to Bylaws

These Bylaws may be amended at a regular or special meeting of Owners by a vote of two-thirds (2/3) of the Owners present in person provided that the provisions of these Bylaws which are governed by the Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law; provided further that any matter stated herein to be or which is, in fact, governed by the Declaration applicable to the Community may not be amended except as provided in the Declaration

Article XIV
Governing Document

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the Declaration applicable to the Development and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, I have hereunto subscribed my name,

President, Melaleuca Gardens Board of Directors

Certification of Secretary

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of MELALEUCA GARDENS COMMUNITY ASSOCIATION, INC., a Florida corporation; that the foregoing Bylaws constitute the Amended Bylaws of the Association.

Secretary

