

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2017-96**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE JOINDER AND CONSENT OF THE BONAVENTURE DEVELOPMENT DISTRICT TO CERTAIN RESTRICTIONS SET FORTH IN THAT DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF MORTGAGE AND JOINDER AND CONSENTS.

WHEREAS, First, the Bonaventure Development District (the "BDD") is a dependent special district of the City of Weston (the "City") for the purpose of exercising all those rights, powers and authority contained in Chapters 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of the BDD; and

WHEREAS, Third, on October 4, 2010 the City Commission adopted Resolution No. 2010-130 approving the Weston Estates Plat, recorded on June 17, 2015 in Plat Book 181, Page 168 of the Public Records of Broward County, Florida (the "Plat"); and

WHEREAS, Fourth, the BDD holds certain interests in the property, described on attached Exhibit "A," owned by Terra Weston Residential LLC ("Owner") by virtue of certain easements and dedications ("Interests") noted on the Plat; and

WHEREAS, Fifth, the Interests acquired by the BDD through the Plat were done so, after a site assessment ("Site Assessment") for the Property was completed and after certain environmental remediation had commenced; and

WHEREAS, Sixth, the results of the Site Assessment require Owner to record a Declaration of Restrictive Covenant, Subordination of Mortgage and Joinder and Consents," in the form attached as Exhibit "B" ("Restrictive Covenant"); and

WHEREAS, Seventh, the Restrictive Covenant affects the Interests of the BDD; and

WHEREAS, Eighth, Broward County and the State of Florida require the joinder and consent of any entity holding an interest of the type held by the BDD for acceptance of the Restrictive Covenant; and

WHEREAS, Ninth, the City Commission finds that the joinder and consent of the BDD is in the best interest of the City and wishes to have the BDD join in and consent to the Restrictive Covenant.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Bonaventure Development District:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE JOINDER AND CONSENT OF THE BONAVENTURE DEVELOPMENT DISTRICT TO CERTAIN RESTRICTIONS SET FORTH IN THAT DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF MORTGAGE AND JOINDER AND CONSENTS.

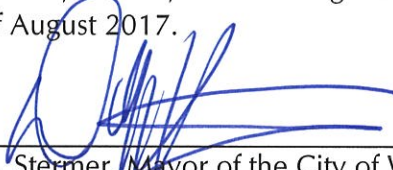
Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission, as governing board of the Bonaventure Development District, approves the joinder and consent of the Bonaventure Development District to the Restrictive Covenant attached as Exhibit "B" to this Resolution.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

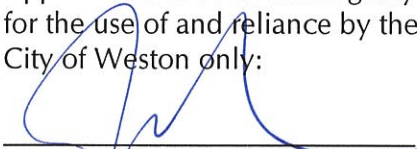
ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Bonaventure Development District, this 21st day of August 2017.


Daniel J. Stermer, Mayor of the City of Weston
Chair of the Bonaventure Development District

ATTEST:


Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Jaffe	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE JOINDER AND CONSENT OF THE BONAVENTURE DEVELOPMENT DISTRICT TO CERTAIN RESTRICTIONS SET FORTH IN THAT DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF MORTGAGE AND JOINDER AND CONSENTS.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The WESTON ESTATES PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168, of the Public Records of Broward County, Florida.

LESS THE FOLLOWING:

Tracts A-1, A-2, Z-1, Z-2, and Z-3 of the WESTON ESTATE PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168 of the Public Records of Broward County, Florida.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE JOINDER AND CONSENT OF THE BONAVENTURE DEVELOPMENT DISTRICT TO CERTAIN RESTRICTIONS SET FORTH IN THAT DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF MORTGAGE AND JOINDER AND CONSENTS.

EXHIBIT "B"

RESTRICTIVE COVENANT

This instrument was prepared by,
and after recording, return to:
Barbara A. Hall, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

**DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF
MORTGAGE AND JOINDER AND CONSENTS**

This DECLARATION OF RESTRICTIVE COVENANT, SUBORDINATION OF MORTGAGE AND JOINDER AND CONSENTS (hereinafter "Declaration") is made this 30 day of November, 2017, by TERRA WESTON RESIDENTIAL, LLC, a Florida Limited Liability Company, (hereinafter "GRANTOR") and BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Environmental Engineering and Permitting Division, (hereinafter "EEPD").

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the County of Broward, State of Florida, generally located at 16479 Botaniko Drive North, Weston, Florida 33326 and more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property").
- B. The Property is being developed with residential single family lots, lakes and perimeter berm areas.
- C. The facility name for the Property at the time of this Declaration is Weston Botaniko (fka Bonaventure West Golf Course, North and South Parcels), Sales Center and Phases 1 through 4, 16479 Botaniko Drive North, Weston, Florida 33326.
- D. The EEPD Environmental Assessment and Remediation Licenses for the Property are EAR License Nos. 1185, 1186, 1252, 1253 and 1254 (hereinafter "EAR Licenses").
- E. The operation of Bonaventure West Golf Course on the Property from 1975 to 2014 resulted in certain soil and groundwater impacts to the Property.
- F. This Declaration addresses those soil and groundwater arsenic impacts discovered on the Property and first reported to EEPD by the prior property owner in 2007. Soil and groundwater site assessment activities were begun in 2008 and subsequent remediation by means of soil excavation, soil capping, soil management, and grading activities were performed on the Property by GRANTOR from 2014 through 2017 pursuant to the EAR Licenses. Such activities are documented in certain materials on

file with EEPD including but not limited to those materials described in Exhibit "B", incorporated herein by reference (collectively, the "Environmental Documents"):

- G. The Environmental Documents set forth the nature and extent of the soil and groundwater impacts at the Property prior to and following remediation, at the time of execution of this Declaration. The description of Environmental Documents set forth in Exhibit "B" shall be amended in accordance with Section 8. of this Declaration, if determined necessary by EEPD to be made current whenever a No Further Action for a portion of the Property is requested from EEPD.
- H. In accordance with the EAR Licenses this deed restriction is being provided to restrict the use of groundwater on the Property and to require the Engineering Control within the Berm Areas.
- I. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.
- J. EEPD has agreed to issue one or more No Further Action with Conditions Approval(s) (hereinafter "NFAC Approval") for each of the EAR Licenses after recordation of this Declaration and after confirmation acceptable to EEPD that the portion of the Property for which the NFAC Approval is being issued complies with the provisions of this Declaration (as the same may be amended with the approval of EEPD). EEPD can unilaterally revoke the NFAC Approval if the conditions of this Declaration or the conditions of the NFAC Approval are not met. Additionally, if concentrations of the contaminants increase above the levels approved in the NFAC Approval, or if a subsequent discharge occurs at the Property, EEPD may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable provisions of the Broward County Code of Ordinances or applicable Florida Department of Environmental Protection Rules ("FDEP"). The NFAC Approval relating to the Property shall be on file with the EEPD at One University Drive, Mailbox 201, Plantation, Florida 33324.
- K. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that a NFAC Approval be obtained and that the Property be held subject to the restrictions more particularly hereinafter set forth.

NOW, THEREFORE, to induce EEPD to issue the NFAC Approval and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following groundwater restrictions and requirements:

- a. There shall be no use of the groundwater within the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property, other than monitoring wells pre-approved in writing by EEPD, together with any authorizations required by the South Florida Water Management District ("SFWMD").
 - b. For any dewatering activities, a plan pre-approved by EEPD must be in place to address and ensure the appropriate handling, treatment, and disposal by GRANTOR of any extracted groundwater that may be contaminated.
 - c. Attached as Exhibit "C" and incorporated by reference herein, are the plat for the Property and two land use sketches identifying the existing stormwater swales, stormwater detention or retention facilities, and ditches ("Drainage Features") on the Property. Final as-built drawings showing the Drainage Features along with drainage pipes and inlets ("Drainage Facilities") shall be provided to EEPD to be kept on file with EEPD at One University Drive, Mailbox 201, Plantation, Florida 33324. Such existing Drainage Features and Drainage Facilities shall not be altered, modified or expanded, and there shall be no new construction of Drainage Features or Drainage Facilities on the Property without prior written approval from EEPD, in addition to any authorization required by the SFWMD. A revised exhibit must be filed with EEPD when any stormwater feature is altered, modified, expanded or constructed.
 - d. Where specifically approved by EEPD withdrawal of surface water from specified lakes within the Property for irrigation purposes shall be permitted.
3. GRANTOR hereby imposes the following soil restrictions and requirements for the "Berm Areas" (as defined below):
- a. To act as an engineering control, those landscape berms located along the perimeter of the Property, as specifically described in Exhibit "D" ("Berm Areas") shall be permanently covered and maintained by GRANTOR with a minimum of three (3) feet of soil that meets the residential soil target cleanup level of 2.1 milligrams per kilogram in accordance with Chapter 62-780, Florida Administrative Code ("2.1 Level") and that prevents human exposure to soils below that exceed the 2.1 Level ("Engineering Control"). When required by EEPD an Engineering Control Maintenance Plan for the Berm Areas ("ECMP") will be submitted to EEPD for review and approval. The ECMP shall specify the frequency of inspections and monitoring for the Engineering Control and the criteria for determining if there has been a failure of an Engineering Control. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended from time to time upon the prior written consent of the EEPD. The ECMP (and any amendments to the ECMP) relating to the EAR Licenses shall be kept on file with EEPD at One University Drive, Mailbox 201, Plantation, Florida 33324.

- b. Excavation and construction deeper than three (3) feet below land surface is permitted within the Berm Areas provided any contaminated soils that are excavated or removed are replaced by GRANTOR in the Berm Areas and covered with 3 feet of fill that meets the 2.1 Level. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work on contaminated areas.
 - c. This restriction shall not prevent, limit, or restrict any excavation or construction at or below the surface of the Property outside the boundary of the Berm Areas.
- 4. In the remaining paragraphs, all references to "GRANTOR", Broward County and "EPPD" shall also mean and refer to their respective successors and assigns.
- 5. For the purpose of monitoring the restrictions contained herein, Broward County is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to GRANTOR. Reasonable times shall be between 8:30 A.M. and 5 P.M. Eastern Time. Reasonable notice shall be a minimum of three (3) calendar days' notice.
- 6. This Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and Broward County, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. Broward County may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of Broward County to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of Broward County's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and Broward County by and through EPPD as provided in paragraph 8 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify Broward County in writing within three (3) calendar days. Additionally, GRANTOR shall notify Broward County thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property. Notwithstanding the foregoing this 30-day notice to EPPD shall not apply to the conveyance of a lot or lots from Grantor to the purchaser of a lot improved with a single family home.
- 7. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in

writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenants.

8. This Declaration is binding unless and until a release of covenant is executed by EEPD and is recorded in the public records of Broward County, Florida. To receive prior approval from EEPD to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes, implementing regulations and Broward County Code of Ordinances must have been achieved at the Property. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and EEPD by and through its Director and be recorded by GRANTOR as an amendment hereto. Notwithstanding anything to the contrary herein, an amendment or supplement to this Declaration which modifies Exhibit "B" to revise the list of Environmental Documents shall only require execution by the Grantor and EEPD, and shall not require the joinder and consent of any individual lot owner or other party.
9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all encumbrances that could impair GRANTOR'S right to impose the restrictive covenant described in this Declaration or written notice of the proposed restrictions as set forth in this Declaration has been provided to holders of such interests. A Subordination of Mortgage together with Joinders and Consents from the City of Weston, the Bonaventure Development District and the Homeowner's Association are attached hereto.

{REMAINDER OF PAGE LEFT BLANK INTENTIONALLY}

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this 13 day of November, 2017.

GRANTOR
Terra Weston Residential, LLC

By: [Signature]
Name: David Martin
Title: Manager
Full Mailing Address:
2665 S. Bayshore Drive, Suite 1020
Coconut Grove, FL 33133

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Print Name: Adam Adler
Michael D'Angelo
Witness
Print Name: Michael D'Angelo

Date: 11/13/17

Date: 11/13/2017

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 13 day of Nov., 2017, by David Martin, as the manager of Terra Weston Residential LLC.

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

[Signature]
Signature of Notary Public



IN WITNESS WHEREOF, Broward County, by and through its Environmental Engineering and Permitting Division has executed this instrument, this 30 day of November, 2017 to acknowledge its consent to this Declaration by Terra Weston Residential, LLC.

Witness:

[Signature]

Print Name: DAVID VANLANDINGHAM
Date: 11/30/17

Witness:

[Signature]

Print Name: NORMAN ARRAZOLA
Date: 11/30/17

Broward County, by and through its
Environmental Engineering and Permitting
Division

By: [Signature]
Name: Sermin Turegun
Title: Director, EEPD

Approved as to form by:

Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature] 11/28/17
Michael C. Owens (Date)
Senior Assistant County Attorney

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30 day of 11, 2017,
by Sermin Turegun as representative for the Environmental
Engineering and Permitting Division.

Personally Known [initials] OR Produced Identification [initials]
Type of Identification Produced [initials]



[Signature]
Signature of Notary Public

Print Name of Notary Public
Commission No. FF933576

Commission Expires: Nov. 23, 2019

SUBORDINATION OF MORTGAGE TO
DECLARATION OF RESTRICTIVE COVENANT

MIAMI BEACH FINANCE & INVESTMENT, LLC ("Mortgage Holder") is the holder of the following described instrument:

Mortgage, Assignment of Leases and Rents and Security Agreement from TERRA WESTON RESIDENTIAL, LLC ("Terra") to the Mortgage Holder, dated July 10, 2014 and recorded in Official Reports Book 50931, Page 1072, as modified by that certain Mortgage Modification and Future Advance executed by Terra and the Mortgage Holder, dated November 21, 2014 and recorded in Official Reports Book 51276, Page 1071, as further modified by that certain Second Mortgage Modification and Future Advance dated February 13, 2014 and recorded under Instrument No. 112817559, as further modified by that Third Mortgage Modification and Future Advance dated October 14, 2016 and recorded as Instrument No. 113987994, as modified by that Partial Release of Mortgage of Mortgage, Assignment of Leases and Rents and Security Agreement dated January 23, 2017 and recorded as Instrument No. 114211041, all recorded among the Public Records of Broward County, Florida (collectively, the "Mortgage"),

hereby subordinates the lien of its Mortgage to the foregoing Declaration in favor (hereinafter "EPPD").

Provided, however, that the Mortgage Holder's subordination herein shall not be deemed to subordinate any valid claim on the part of the Mortgage Holder to the proceeds of any sale, condemnation proceedings, or insurance, nor shall the leases, rents, and profits of the property described in the Mortgage be affected by the Subordination of Mortgage. The foregoing shall not be construed as a waiver by the Mortgage Holder of any valid claim it may have according to its interest in the property to the proceeds of any sale, condemnation proceedings, or insurance. Furthermore, the Mortgage Holder shall have no obligations for complying with any of the requirements of this Declaration unless and until the Mortgage Holder should become the fee owner of all or part of the Property; and then only with respect to the Property owned by the Mortgage Holder.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Subordination of Mortgage to Declaration of Restrictive Covenant this 16 day of November 2017.

MIAMI BEACH FINANCE & INVESTMENT, LLC,
a Florida limited liability company

WITNESSES:

Scott Squires
Print Name: Scott Squires

By: Michael Katz
Print Name: Michael Katz
Title: Manager

Carla Usseglio Lyden
Print Name: Carla Usseglio Lyden

Scott Squires
Print Name: Scott Squires

By: Lidia Cortaya
Print Name: Lidia Cortaya
Title: Manager

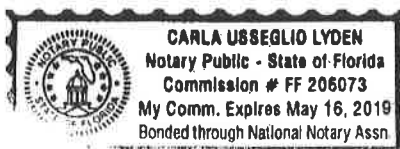
Carla Usseglio Lyden
Print Name: Carla Usseglio Lyden

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 16 day of November 2017
by Michael Katz, and Lidia Cortaya as Managers of Miami Beach
Finance & Investment, LLC, a Florida limited liability company, on behalf of the company, who is
personally known to me or who produced _____ as identification.

Carla Usseglio Lyden
Notary Public, State of {{STATE}}
Carla Usseglio Lyden
Printed Notary Name
Commission No. FF 206073

My Commission Expires: 5/16/2019



JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That the BONAVENTURE DEVELOPMENT DISTRICT, a dependent special district of the City of Weston, whose address is 17200 Royal Palm Boulevard, Weston, Florida 33326 ("District"), which holds an interest in the Property described on Exhibit "A" attached hereto and incorporated herein ("Property"), owned by TERRA WESTON RESIDENTIAL LLC ("Owner") by virtue of the following easements and dedications ("Interests") noted on the Weston Estates Plat recorded on June 17, 2015 in Plat Book 181, Page 168 of the Public Records of Broward County, Florida ("the Plat"):

- Dedications over Tracts L-1 through L-10 for the Operation and Maintenance of Stormwater Management and Drainage Facilities
- Easement over Tracts L-1 through L-10 for the Construction and Maintenance of Stormwater Management and Drainage Facilities
- Lake Maintenance Easements as shown on the Plat
- Drainage Easements as shown on the Plat

The District hereby joins in and consents to the restrictions set forth in the attached Declaration of Restrictive Covenant ("Restrictive Covenant") given to Broward County, solely with respect to its Interests.

This Joinder and Consent is being given because the District acquired Interests by the Plat after a site assessment for the Property was completed and after the remediation had commenced. Such a joinder and consent by entities holding an interest of the type held by the District is required by Broward County and the State of Florida for acceptance of the Restrictive Covenant from the Owner.

This Joinder and Consent shall not create, nor shall the District by giving it be deemed to assume any liability for the contaminants found on the Property that are the subject of this Deed Restriction or liability for the Owner's remediation of the Property.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this
21st day of August, 2017.

WITNESSES:

Patricia A. Bates
Print Name: Patricia A. Bates

[Signature]
Print Name: JOHN R. FLINT

BONAVENTURE DEVELOPMENT DISTRICT

By: [Signature]
Print Name: DANIEL J. STERMER
Title: CHAIRMAN BONAVENTURE DEV. DISTRICT

(CORPORATE SEAL, IF ANY)

STATE OF FLORIDA
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 21st day of August
2017, by Daniel J. Stermer as Chair of the Bonaventure
Development District, who is personally known to me or who produced
as identification.

Patricia A. Bates
Notary Public, State of Florida

Patricia A. Bates
Printed Notary Name
Commission No. FF952927
My Commission Expires: 2-6-2020



Patricia A. Bates
Commission # FF952927
Expires: February 6, 2020
Bonded thru Aaron Notary

JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF WESTON, a Florida municipal corporation whose address is 17200 Royal Palm Boulevard, Weston, Florida 33326 ("City"), which holds an interest in the Property described on Exhibit "A" attached hereto and incorporated herein ("Property"), owned by TERRA WESTON RESIDENTIAL LLC ("Owner") by virtue of an easement over Tracts L-1 through L-10 for the Construction and Maintenance of Stormwater Management and Drainage Facilities ("Interest") noted on the Weston Estates Plat recorded on June 17, 2015 in Plat Book 181, Page 168 of the Public Records of Broward County, Florida ("the Plat").

The City hereby joins in and consents to the restrictions set forth in the attached Declaration of Restrictive Covenant ("Restrictive Covenant") given to Broward County, solely with respect to its Interest.

This Joinder and Consent is being given because the City acquired an Interest by the Plat after a site assessment for the Property was completed and after the remediation had commenced. Such a joinder and consent by entities holding an interest of the type held by the City is required by Broward County and the State of Florida for acceptance of the Restrictive Covenant from the Owner.

This Joinder and Consent shall not create, nor shall the City by giving it be deemed to assume any liability for the contaminants found on the Property that are the subject of this Deed Restriction or liability for the Owner's remediation of the Property.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 21st day of August, 2017.

WITNESSES:

Patricia A. Bates By:
Print Name: Patricia A. Bates

CITY OF WESTON

Daniel J. Stermer
Print Name: Daniel J. Stermer
Title: MAYOR - CITY of WESTON

JOHN R. FLINT (CORPORATE SEAL, IF ANY)
Print Name: JOHN R. FLINT

STATE OF FLORIDA)

COUNTY OF BROWARD)

The forgoing instrument was acknowledged before me this 21st day of August 2017, by DANIEL J. STERNER as Mayor of the CITY OF WESTON A FLORIDA MUNICIPAL CORPORATION, ON BEHALF OF THE CORPORATION, who is personally known to me ~~or who produced~~ _____ as identification.

Patricia A. Bates
Notary Public, State of Florida

PATRICIA A. BATES
Printed Notary Name
Commission No. FF952927
My Commission Expires: 2-6-2020



Patricia A. Bates
Commission # FF952927
Expires: February 6, 2020
Bonded thru Aaron Notary

JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That the BOTANIKO WESTON COMMUNITY ASSOCIATION, INC. (fka Weston Estates Home Owners' Association, Inc.) whose address is 2665 South Bayshore Drive, Suite 1020, Miami, FL 33133 ("Botaniko HOA"), hereby certifies that it has an interest in the Property described on Exhibit "A" attached hereto and incorporated herein ("Property"), owned by TERRA WESTON RESIDENTIAL LLC ("Owner") by virtue of certain easements and dedications ("Interests") noted on the Weston Estates Plat recorded on June 17, 2015 in Plat Book 181, Page 168 of the Public Records of Broward County, Florida.

The Botaniko HOA hereby joins in and consents to the restrictions set forth in the attached Declaration of Restrictive Covenant given by the Owner to Broward County.

IN WITNESS WHEREOF, this Joinder and Consent is executed by the undersigned this 13 day of November, 2017.

WITNESSES:

BOTANIKO WESTON COMMUNITY
ASSOCIATION, INC.

[Signature]
Print Name: LAREN CARRA

By: [Signature]
Print Name: Adam Adler
Title: President

[Signature] (CORPORATE SEAL, IF ANY)
Print Name: Michael D'Angelo

STATE OF FLORIDA
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 13 day of November 2017, by Adam Adler, as President of Botaniko Weston Community Association, Inc., who is personally known to me or who produced as identification.

[Signature]
Notary Public, State of Florida

Sandra Ramos
Printed Notary Name
Commission No. FF946922
My Commission Expires: 4/30/2020



Exhibit A
Legal Description for Property

The WESTON ESTATES PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168, of the Public Records of Broward County, Florida.

LESS THE FOLLOWING:

Tracts A-1, A-2, Z-1, Z-2, and Z-3 of the WESTON ESTATE PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168 of the Public Records of Broward County, Florida.

Exhibit B
List of Environmental Documents

1. Nutting Engineers: Phase II ESA (November 6, 2007)
2. Charles E. Culpepper, P.E.: Expanded Site Assessment and Proposed Interim Source Removal Plan for the Bonaventure South Golf Course (March 5, 2008)
3. Charles E. Culpepper, P.E.: Expanded Site Assessment Report and Proposed Interim Source Removal Plan Addendum for the Bonaventure South Golf Course (March 31, 2008)
4. Charles E. Culpepper, P.E.: Expanded Site Assessment Report and Limited Source Removal Plan Addendum II/No Further Action for the Bonaventure South Golf Course (July 10, 2008)
5. Broward County Pollution Prevention, Remediation and Air Quality Division 9PPRAQD): Review Letter (August 25, 2008)
6. Charles E. Culpepper, P.E.: Site Assessment Report/Addendum III for the Bonaventure South Half of the West Golf Course (September 30, 2008)
7. GEG (Groundwater Environmental Group, Inc.): Site Assessment Addendum Report, and Proposed Expanded Site Assessment Plan respectively for the South Course Half and North Half of the West Bonaventure Golf Course (July 16, 2009)
8. Broward County: PPRAQD Review Letter (August 31, 2009)
9. GEG: Revised Site Assessment Report Addendum No. 2 for the South Half and North Half of the West Bonaventure Golf Course; and Monitoring Only Plan for the North Half of the West Bonaventure Golf Course (November 2, 2009)
10. Broward County PPRAQD Review Letter (April 21, 2010)
11. GEG: Revised Site Assessment Report Addendum No. 3/Proposed No Further Action with Institutional Controls for the West Bonaventure Golf Course (August 22, 2010)
12. Broward PPRAQD Review Letter (October 8, 2010)
13. GEG: Multiple Groundwater Monitoring Reports (2011-2012)
14. CABA Associates, Inc. (CABA): Site Assessment Report (May 14, 2013)
15. Broward County: PPRAQD Review Letter (May 23, 2013)
16. CABA: Proposed Soil Management Pilot Study (July 26, 2013)
17. Broward County PPRAQD Review Letter (July 26, 2013)
18. CABA Site Assessment Report Remedial Action Plan Combined Report (August 10, 2013)
19. Broward County PPRAQD Review Letter (October 11, 2013)
20. CABA Combined Report Addendum (December 16, 2013)
21. Broward County PPRAQD Review Letter (January 9, 2014)
22. Ayden Environmental: RAP Status Update Reports (August 2014 through _____, 2017)

Exhibit C

Copy of Plat and
Graphics of Existing Stormwater Swales,
Stormwater Detention Features

PLAT BOOK 111 - PAGE 148

WESTON ESTATES

A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82 PG. 43, B.C.R.)
IN SECTIONS 5 AND 6, TOWNSHIP 30 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA
DECLARED 11/20/2014

SHEET 1 OF 8

INSTR# 113055640.

Page 1 of 8

Recorded 06/17/2015 at 03:50 PM



KEY AND LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE
PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148,
OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
BROWARD COUNTY, FLORIDA, HAS CONTAINED 131.15 ACRES, MORE OR LESS.

DEDICATION

1. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
2. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
3. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
6. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
8. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
9. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
10. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
11. THE TRACT OF LAND HEREIN REPLICATED, ACCORDING TO THE PLAT BOOK 111, PAGE 148, IS RECORDED IN PLAT BOOK 111, PAGE 148, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ACKNOWLEDGEMENT

STATE OF FLORIDA, 15
COUNTY OF BROWARD, 15
I, the undersigned, being the duly qualified and authorized officer of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in the office of the Clerk of the Board of County Commissioners, Broward County, Florida.

MORTGAGEE CONSENT

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

MORTGAGEE ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

CITY OF WESTON

STATE OF FLORIDA, 15
COUNTY OF BROWARD, 15
I, the undersigned, being the duly qualified and authorized officer of the City of Weston, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in the office of the Clerk of the Board of City Commissioners, Weston, Florida.

BONAVENTURE DEVELOPMENT DISTRICT

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BROWARD COUNTY PLANNING COUNCIL

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING THE DULY QUALIFIED AND AUTHORIZED OFFICER OF THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA.

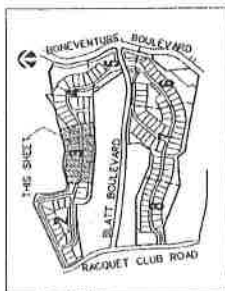
WESTON ESTATES

A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)
IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA
DECEMBER, 2014

DECEMBER, 2014

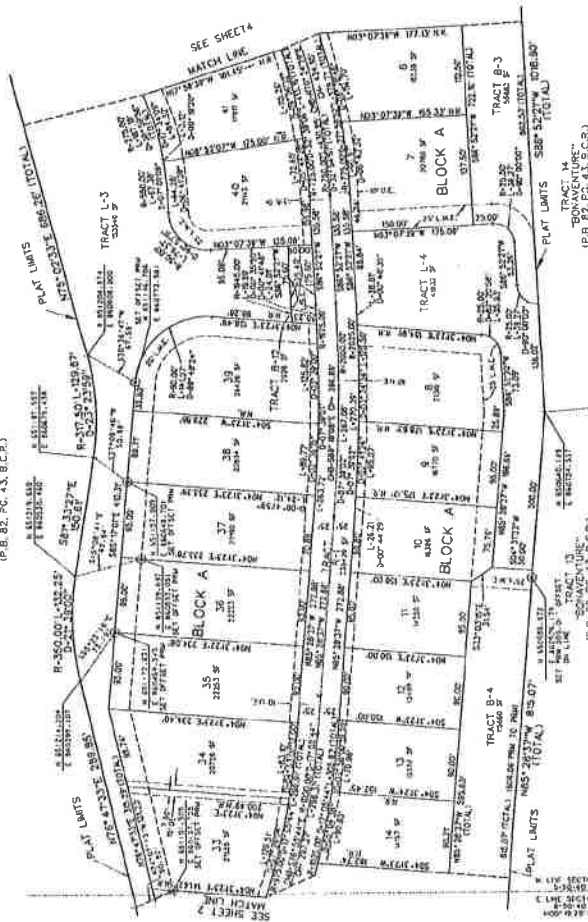
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Page 3 of 8



KEY MAP
NOT TO SCALE

TRACT 12
"BONAVENTURE"
P. B. 32 EC 4 (B.C.P.)



NOTES

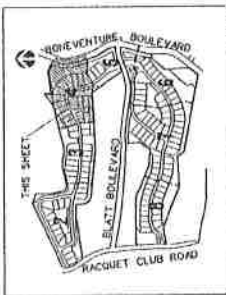
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WESTON ESTATES

A REPLAT OF TRACTS 15 AND 29, "BONAVENTURE" (P.B. 82, PG. 43, B.C.R.)
IN SECTIONS 5 AND 6, TOWNSHIP 50 SOUTH, RANGE 40 EAST
CITY OF WESTON, BROWARD COUNTY, FLORIDA.
DECEMBER, 2014

INSTR.#113055640

Page 4 of 8



LEGEND:

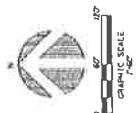
NET PLAN, UNLESS OTHER-
WISE NOTED. MINIMUM DIS-
TANCE TO ADJACENT STRUC-
TURES 2' LONG CONC. MON.
C.C.P.
INDICATES OR NON-RADIAL ORIENTATION
INDICATES STATE
PLANE COORDINATE
NON-VISITABLE ACCESS LINE

ABBREVIATIONS:

TRACT 59
"BONAVENTURE"
(P.B. 82, PG. 43, B.C.R.)

[illegible][illegible]

201-848-11



LEGEND:

SEE PAGE 10 UNLESS OTHERWISE NOTED: 1. 181214 IN A DIS-
STANCED 181214 IN A DIS-
STANCED 2. LONG CMC. MON.
P.C.P.
CENTRAL LINE
DIRECTION OF MON. RADIAL ORIENTATION
(INDICATED BY
CASTING
PLATE COMPASS)
MON. VENTILATOR ACCESS LINE

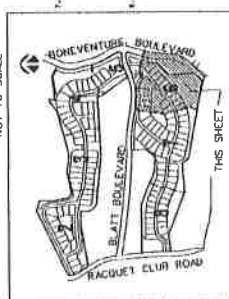
ABBREVIATIONS:

1	RECORDS DIVISION
2	RECORDS DIVISION
3	RECORDS DIVISION
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99	RECORDS DIVISION
100	RECORDS DIVISION

NOTES: 1. 2008-2009 is the first year of the new millennium.

[illegible]

004-MP-14

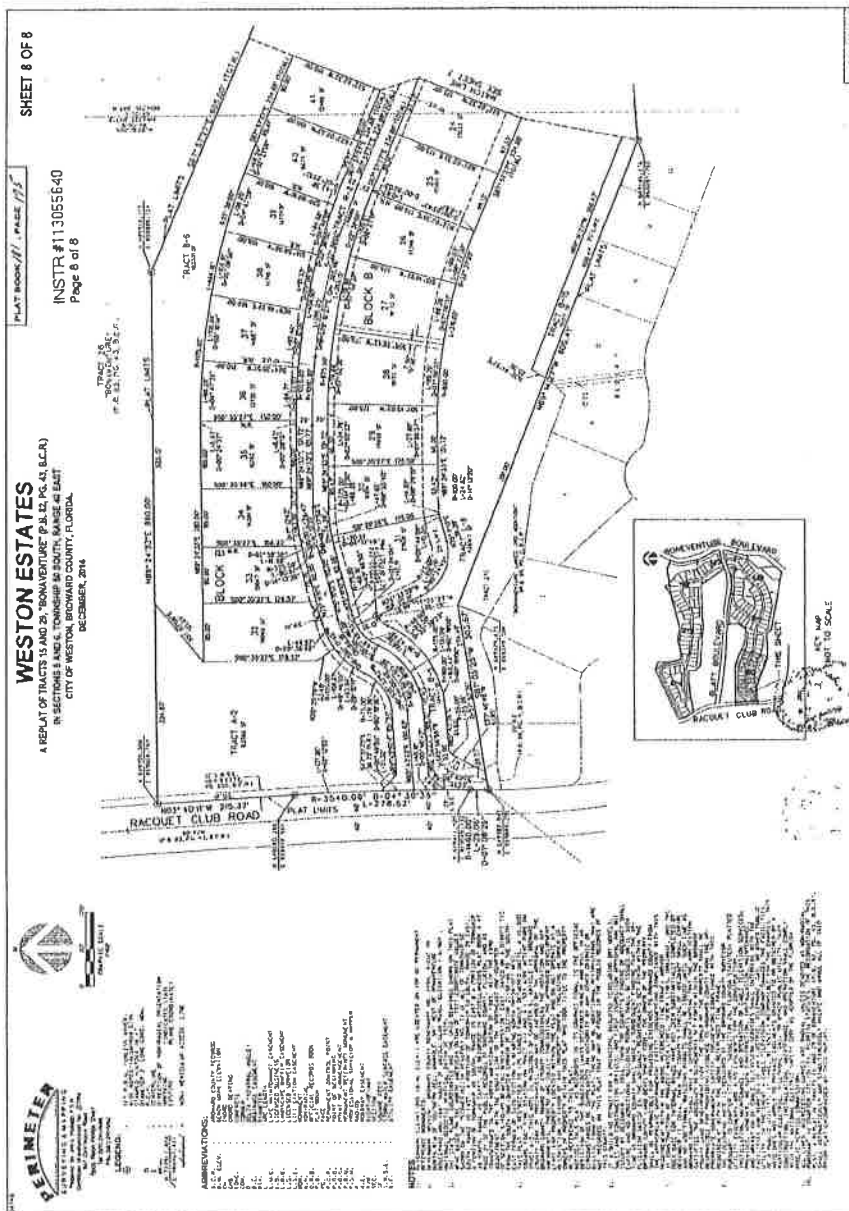


KEY MAP USE DETAIL ABOVE
SEE CORNER
TO SCALE

KEY MAP
UT TO SCALE
SECTION 3-5C-40
FOUND BROWARD
COUNTY BRASS DISK
N CONC. MON.

45

100



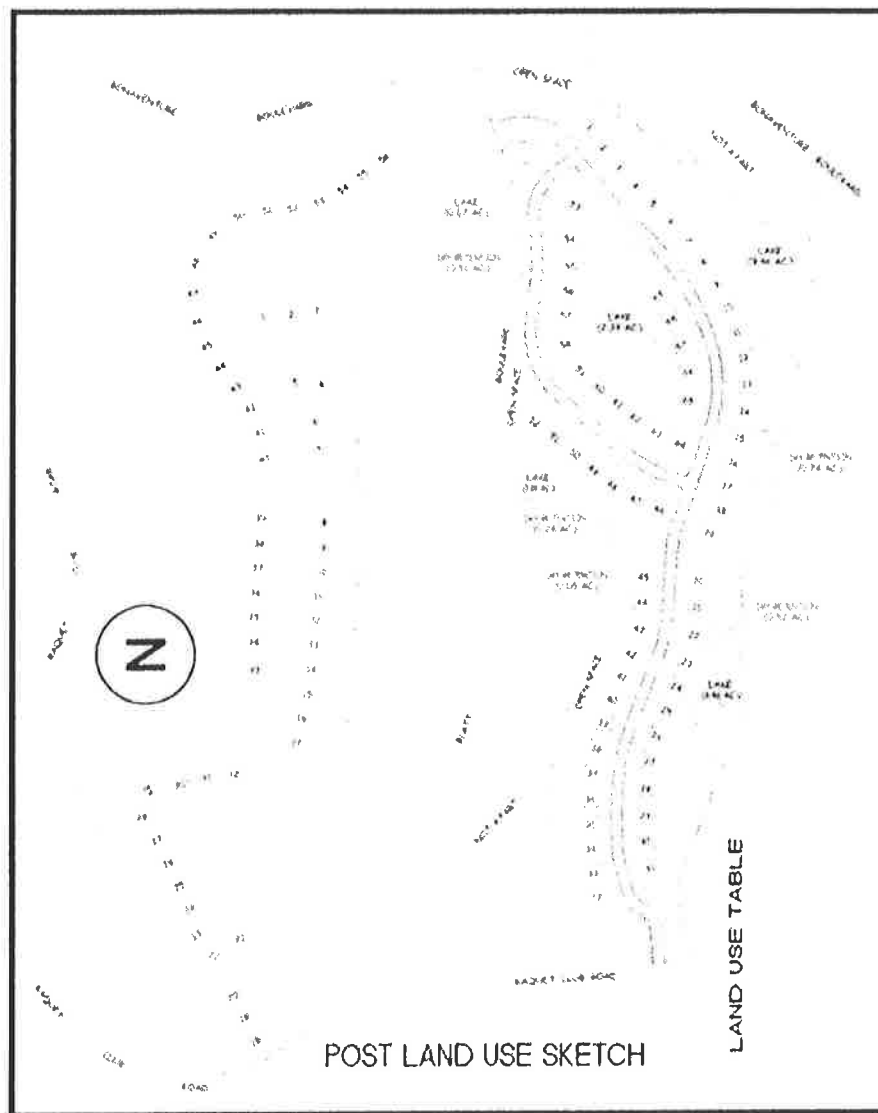


Exhibit D

Legal Description for Landscape Berms

Tracts B-1 through B-4, B-8, B-6, and B-13 of the WESTON ESTATES PLAT, according to the Plat thereof, as recorded in Plat Book 181, Page 168, of the Public Records of Broward County, Florida.